

DOCKET NUMBER 91-2

L. Scott Keehn, SBN 61691
 Leslie F. Keehn, SBN 199153
KEEHN & ASSOCIATES
 A Professional Corporation
 402 West Broadway, Suite 1210
 San Diego, California 92101
 Telephone: (619) 400-2200
 Attorneys for **Petitioning Creditors**

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In Re: FRANCIS J. LOPEZ, Alleged Debtor.) Case No. 05-05926-PBINV)) Involuntary Chapter 7)) DECLARATION OF L. SCOTT KEEHN IN) SUPPORT OF MOTION TO COMPEL) SUPPLEMENTAL RESPONSES TO) WRITTEN DISCOVERY)) [BIFURCATED PHASE II])) Date: March 12, 2007) Time: 10:30 a.m.) Judge: The Honorable Peter W. Bowie) Ctrm: 4)))
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I, L. SCOTT KEEHN, declare as follows:

1. I am an attorney duly admitted to practice before the Courts of this State, and before the United States District Court for the Southern District of California. I am a shareholder of the firm Keehn & Associates APC, counsel of record for Petitioning Creditors. I am the shareholder in charge of the engagement of the firm on behalf of Petitioning Creditors, and the attorney within the firm who is most knowledgeable with respect to all aspects of this matter.
2. On November 3, 2006, Petitioning Creditors served Lopez with written discovery – Interrogatories, Requests for Admission, and Requests for Production of Documents (collectively, the “Written Discovery”) – seeking evidence in support of Phase II of these proceedings. On

December 5, 2006, Lopez served my office with inadequate responses to the Written Discovery. True and correct copies of the Written Discovery, and Lopez's responses are attached hereto as follows:

Exhibit 1: First Phase II Requests for Admission Propounded by Petitioning Creditors

Exhibit 2: Response to Requests for Admission Propounded to Alleged Debtor Francis J. Lopez (Phase II)

Exhibit 3: First Phase II Interrogatories Propounded by Petitioning Creditors

Exhibit 4: Response to Interrogatories Propounded to Alleged Debtor Francis J. Lopez (Phase II)

Exhibit 5: First Phase II Requests for Production of Documents by Petitioning Creditors

Exhibit 6: Response to Request for Production of Documents

3. On December 13, 2006, I wrote a preliminary "meet and confer" letter to Lopez's attorney, Jonathan Hayes, to notify him of the deficiencies in Lopez's responses to the Phase II Interrogatories. A true and correct copy of that letter is attached hereto as **Exhibit 7**.

4. On December 15, 2006, I participated in a telephonic "meet and confer" conference with Mr. Hayes. During that conversation, Mr. Hayes and I addressed all of Lopez's inadequate responses to the Written Discovery. By the end of that discussion, my understanding was that we had successfully resolved all of the issues. Specifically, Mr. Hayes assured me that he would provide my office with Lopez's supplemental responses to the Written Discovery on or before January 12, 2007.

5. Unfortunately, the January 12, 2007 deadline came and went without any word from Lopez or his counsel. My office did not receive any of the promised supplemental responses, and no one contacted us to explain why.

6. I am not aware of any reasonable justification for Lopez's failure to provide the supplemental responses as promised. Mr. Hayes never suggested to me that providing the supplemental responses would be unduly burdensome for Mr. Lopez.

///

1 7. On January 19, 2007, I wrote a follow-up meet and confer letter to Mr. Hayes,
2 expressing my disappointment at his failure to honor the agreement we had reached during our
3 telephonic meet and confer conference on December 15, 2006. A true and correct copy of that
4 letter is attached hereto as **Exhibit 8**.

5 8. As of the date and time of this Declaration, Lopez has not provided my office with
6 any supplemental discovery responses to the Written Discovery.

7 9. Petitioning Creditors are requesting this Court issue sanctions against Lopez in the
8 amount of \$4,242 to reimburse Petitioning Creditors for the attorneys' fees incurred in bringing
9 this Motion. That amount consists of \$3,762 billed by attorney Leslie F. Keehn of this office (19.8
10 hours at her standard hourly rate of \$190); and \$480 billed by me (1.5 hours at my standard hourly
11 rate of \$320) in connection with researching, drafting and finalizing this Motion.

12 I declare under penalty of perjury under the law of the United States that the foregoing is
13 true and correct, and that this Declaration was executed on this 29th day of January, 2007, at San
14 Diego, California.

15
16 
17 L. SCOTT KEEHN

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

EXHIBIT 1

L. Scott Keehn (61691)
KEEHN & ASSOCIATES
 A Professional Corporation
 402 W. Broadway, Suite 1210
 San Diego, California 92101
 Telephone: (619) 400-2200
 Attorneys for **Petitioning Creditors**

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In Re:	}	Case No. 05-05926-PBINV
FRANCIS J. LOPEZ		Involuntary Chapter 7
Alleged Debtor		FIRST PHASE II REQUESTS FOR ADMISSION PROPOUNDED BY PETITIONING CREDITORS
		[No Hearing Required]
	}	Judge: Hon. Peter W. Bowie

PROPOUNDING PARTY: Petitioning Creditors
 RESPONDING PARTY: Francis J. Lopez, The Alleged Debtor
 SET NUMBER: ONE (1)/ Phase II.

The Petitioning Creditors hereby propound the following Requests for Admissions upon Francis J. Lopez, The Alleged Debtor, and demands his response under oath within thirty (30) days from the date of service pursuant to Rule 36 of the Federal Rules of Civil Procedure ("FRCP") which is made applicable to this contested matter by Rules 7036 and 9014 of the Federal Rules of Bankruptcy Procedure.

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KEEHN & ASSOCIATES, APC
 ATTORNEYS AND COUNSELORS AT LAW
 402 WEST BROADWAY, SUITE 1210
 SAN DIEGO, CALIFORNIA 92101
 TELEPHONE (619) 400-2200 - FACSIMILE (619) 400-2201

DUTY TO ADMIT OR PROVIDE ACCURATE AND DETAILED RESPONSE

The fundamental purpose of the discovery rules is to ensure the “just, speedy, and inexpensive determination of every action.” FRCP Rule 1. In light of that purpose, a party “may not view requests for admission as a mere procedural exercise requiring minimally acceptable conduct.” *Marchand v. Mercy Medical Center*, 22 F.3d 933, 936 (9th Cir. 1994); *see also, In re Pizante*, 186 B.R. 484, 489 (9th Cir.BAP 1995) (“The rule governing requests for admissions was designed to reduce the burden of litigation...Rule 36 encourages admissions...”).

FRCP Rule 36 requires that answers specifically deny the request or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. Denials must fairly meet the substance of the requested admission, and when good faith requires that a party qualify an answer or deny only part of the matter of which an admission is requested, the party shall specify so much of it as true and qualify or deny the remainder. An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless the party states that the party has made reasonable inquiry concerning the matter in the particular request, and that the information known or readily obtainable by the party is insufficient to enable the party to admit the matter.

Failure to properly respond to a request for admission in accordance with the principles set forth above may result in the matter being deemed admitted. *Asea, Inc. v. Southern Pac. Transp. Co.*, 669 F.2d 1242, 1245 (9th Cir. 1982). The Ninth Circuit has explained this result as follows:

It is undisputed that failure to answer or object to a proper request for admission is itself an admission: the Rule itself so states. It is also clear that an evasive denial, one that does not “specifically deny the matter,” or a response that does not set forth “in detail” the reasons why the answering party cannot truthfully admit or deny the matter, may be deemed an admission.... We hold, therefore, that a response which fails to admit or deny a proper request for admission does not comply with the requirements of Rule 36(a) if the answering party has not, in fact, made “reasonable inquiry,” or if information “readily obtainable” is sufficient to enable him to admit or deny the matter. A party requesting an admission may, if he [or she] feels these requirements have not been met, move to determine the sufficiency of the answer, to compel a proper response, or to have the matter ordered admitted. (See *Asea, Inc. v. Southern Pac. Transp. Co.*, 669 F.2d at 1245 & 1247.)

the following interrogatories upon Francis J. Lopez, and demand response under oath within thirty (30) days from the date of service pursuant to Rule 36 of the Federal Rules of Civil Procedure ("FRCP") which is made applicable to this contested matter by Rules 7036 and 9014 of the Federal Rules of Bankruptcy Procedure.

DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes, presentations, telegrams, telephone conversations and all other written, oral or electronic

1 transmission of information.

2 6. The term "CREDIT FACILITY" means every form of agreement, written or oral,
3 by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes,
4 without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

5 7. The term "DOCUMENT" means and includes all originals — and any copies that
6 differ in any way from the original — of any kind of written, typewritten, printed or recorded
7 material or computer files, DOCUMENTS or records whatsoever, regardless of the source or
8 author thereof, including, without limitation, any writing, filed for reporting or other purposes with
9 the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer
10 printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence,
11 telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports,
12 analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets,
13 logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts,
14 diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited
15 FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock
16 ledgers for all forms and types of securities, minutes of directors, shareholder or committee
17 meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices,
18 charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists,
19 deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates,
20 permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other
21 forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies,
22 extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or
23 not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28
24 U.S.C.A., and any copies of such material if YOU do not have control or possession of the
25 original.

26 8. The term "FINANCIAL STATEMENT" means and refers to every form of
27 DOCUMENT, including, but not limited to a written report, which quantitatively describes the
28 financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to

KEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 · FACSIMILE (619) 400-2201

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

1 DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet,
2 a statement of cash flows, and a statement of equity.

3 9. The term "IDENTIFY" when used herein means to describe the requested
4 information to the fullest extent possible, which would include, but is not limited to, furnishing
5 such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT,
6 or thing that may be in the possession of any PERSON identified in Your response to that
7 interrogatory. Without limiting the generality of the foregoing:

8 A. When used in reference to a PERSON the definition includes, but is not
9 limited to, a requirement to disclose the full legal name of the PERSON, all business or trade
10 names known to have been used by the PERSON at any time, the address of the PERSON's
11 residence (where they are a natural PERSON, or principal place of business if not), and all
12 telephone numbers where the PERSON may be reached during usual daytime business hours;

13 B. When used with reference to a DOCUMENT or DOCUMENT the
14 definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted,
15 or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical
16 location, and the name and address of the PERSON or PERSONS with custody of the
17 DOCUMENT or DOCUMENT; and

18 C. When used with reference to a tangible thing, the definition includes, but is
19 not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist)
20 which identifies the thing, the address at which the thing is customarily is located, and the name
21 and address of the PERSON or PERSONS who have custody or control of the thing.

22 D. When used with reference to an account maintained at a bank, credit union
23 or similar financial institution includes, but is not limited to the duty to disclose the name and
24 address of the institution, the account number (or numbers) and the dates during which the account
25 was maintained.

26 10. The term the "INTERROGATORIES" means and refers to the "First Phase II
27 Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

28 11. The term "MADELEINE LOPEZ" means and refers to an individual believed to be

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
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1 YOUR spouse at all times from the period commencing January 1, 2002, through and including
2 the present.

3 12. The term "NOVEON" means and refers to Noveon Systems, Inc., a corporation.

4 13. The term "ON CREDIT" refers to any transaction or agreement where YOU or one
5 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

6 14. The term "PERSON" means any individual (natural PERSON), corporation,
7 organization, association, partnership, limited partnership, limited liability company, firm, joint
8 venture, trust, governmental body, agency, governing board, department or division, or any other
9 entity.

10 15. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
11 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
12 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
13 or YOUR family with goods or services ON CREDIT, and includes without limitation a
14 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
15 or diagnoses that are kept in the course of regularly conducted PERSONal, household, or family
16 activity.

17 16. The term "PRISM RECEIVERSHIP" means and refers to the receivership created
18 in that certain civil action that was pending before the Superior Court of the State of California for
19 the County of San Diego, North County Branch, identified as *PRISM and PRISM ADVANCED*
20 *TECHNOLOGIES, INC., v. ALAN STANLY* (Case No. GIN 028765) based upon the "Stipulation
21 regarding appointment of Richard M Kipperman as receiver," and the order approving and
22 adopting it which was entered on April 22, 2003.

23 17. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
24 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
25 referring to, or dealing with.

26 18. The term "RELATIVE" means any individual related by affinity or consanguinity
27 within the third degree of consanguinity or affinity as determined by common law or any
28 individual in a step or adoptive relationship within such third degree.

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402 WEST BROADWAY, SUITE 1210
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19. The term the "REQUESTS FOR ADMISSION" means and refers to the "First Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently herewith.

20. The term the "RESIDENCE" means and refers to that single family dwelling commonly known as 310 Sand Myrtle Trail, Destin, Florida.

21. The term the "STANLY JUDGMENT" means and refers to that judgment in favor of Petitioning Creditor Alan Stanly against Francis J. Lopez in the principal amount of \$50,000, in the case of *UNION BANK OF CALIFORNIA N.A. v. STANLY and LOPEZ* (GIN 030827) entered by the Superior Court of the State of California, for the County of San Diego, on or about September 20, 2004.

22. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

23. The term "YOU OWED" when used in connection with a particular creditor means and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain as to liability or amount.

24. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include all payments that YOU personally made or caused to be made, and all payments that were made by any other person or entity.

SPECIAL INSTRUCTIONS

1. YOUR written response to each request shall first IDENTIFY and quote the request in full. Upon request, YOU will be electronically provided with a copy of these requests in their Word Perfect form to facilitate your compliance with this requirement.

REQUESTS FOR ADMISSION

Request for Admission No. 1.:

Admit that you received no cash payments from NOVEON between January 1, 2005, and July 1, 2005.

Request for Admission No. 2.:

Admit that YOU were not employed by any PERSON or entity other than NOVEON,

KEEHN & ASSOCIATES, APC
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402 WEST BROADWAY, SUITE 1210
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TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

1 between January 1, 2005, and July 31, 2005.

2 Request for Admission No. 3.:

3 Admit that YOU were not engaged as an independent contractor for any PERSON or entity
4 other than NOVEON between January 1, 2005, and July 31, 2005.

5 Request for Admission No. 4.:

6 Admit that YOU had no contractual relationship of any kind that entitled YOU to receive
7 remuneration of any kind based upon services that YOU rendered at any time between January 1,
8 2005, and July 31, 2005.

9 Request for Admission No. 5.:

10 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
11 enforcement pending YOUR appeal of that judgment.

12 Request for Admission No. 6.:

13 Admit that at some time after June 14, 2004, and before June 14, 2005, the RESIDENCE
14 was refinanced.

15 Request for Admission No. 7.:

16 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
17 caused Richard M Kipperman to be appointed as the receiver of Prism, in the PRISM
18 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

19 Request for Admission No. 8.:

20 Admit that YOU have not paid any of the fees that were awarded to Richard M Kipperman
21 on account of services rendered and costs advanced in the PRISM RECEIVERSHIP.

22 Request for Admission No. 9.:

23 Admit that YOU have filed no objection to any of the fees requested by Richard M
24 Kipperman on account of services rendered and costs he has advanced in connection with the
25 PRISM RECEIVERSHIP.

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1 Request for Admission No. 10.:

2 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
3 Technologies, Inc. ("Prism"), incurred under agreements "Equipment Lease Agreement" by and
4 between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

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6 Dated: 11-3-06

KEEHN & ASSOCIATES
A Professional Corporation

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9 By: 

L. Scott Keehn
Attorneys for
Petitioning Creditors

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402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

EXHIBIT 1

F I L E D
Clerk of the Superior Court
APR 22 2003
By: T. Dietrich

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NORTH COUNTY BRANCH

PRISM AND PRISM ADVANCED
TECHNOLOGIES, INC.,

PLAINTIFFS,

v.

ALAN STANLY,

DEFENDANT.

CASE No. GIN 028765

STIPULATION REGARDING APPOINTMENT OF
RICHARD KIPPERMAN AS RECEIVER.

JUDGE: HON. DAVID W. RETAN
JOEL M. PRESSMAN

WHEREAS, Prism and Prism Advanced Technologies, Inc. ("Plaintiffs") obtained a workplace violence temporary restraining order against Defendant Alan Stanly on April 3, 2003 which is attached hereto as Exhibit 1;

WHEREAS, Defendant and Francis Lopez ("Lopez") are each 50% shareholders of Plaintiffs

WHEREAS, the parties have stipulated and agreed that Richard Kipperman shall be appointed as a Receiver;

NOW, THEREFORE, IT IS STIPULATED BY THE PARTIES, by and through their undersigned counsel as follows:

1. That Richard Kipperman ("Kipperman") shall be appointed as the Receiver for Plaintiffs effective immediately;

3. That Kipperman shall have the customary immunities and rights as a

Court's Ex. 22
Case # 10851324
Rec'd 05-30-06
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Receiver, as determined by the Court, which shall include, but not be limited to the rights set forth below;

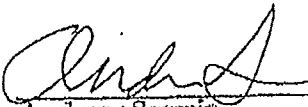
4. That Kipperman's compensation shall be \$325.00 per hour and any requirement of a bond shall be waived.

5. Counterpart signatures by facsimile are acceptable.

Date: 4/21/03


Foley & Lardner


By: —


Andrew Serwin
Attorneys for Plaintiff

Weintraub & Dillon

By:


Timothy Dillon
Nadya Spivack
Attorneys for Defendants


Fischbach & Fischbach
Joseph Fischbach
Attorneys for Francis Lopez

IT IS HEREBY ORDERED:

Receiver Kipperman is hereby appointed as the receiver of Plaintiffs, Prism and Prism Advanced Technologies, Inc. (collectively the "Plaintiffs"), with all the powers, rights, duties and obligations set forth below and that his compensation shall be \$325.00 per hour and any requirement of a bond shall be waived.

IT IS HEREBY FURTHER ORDERED that upon the filing of the oath, the receiver shall be authorized and empowered to:

1. Take possession and continue in possession of all Plaintiffs' business, together with all personal property of the Plaintiffs, INCLUDING BUT NOT

From: WEINTRAUBDILLON PC

858 259 2868

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1 Receiver, as determined by the Court, which shall include, but not be limited to the rights
2 set forth below;

3 4. That Kipperman's compensation shall be \$325.00 per hour and any
4 requirement of a bond shall be waived.

5 5. Counterpart signatures by facsimile are acceptable.

6 Date: Foley & Lardner

7
8 By: Andrew Serwin
9 Attorneys for Plaintiff

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11 Weintraub & Dillon
12
13 By: Timothy Dillon
14 Nadya Spivack
15 Attorneys for Defendants

16 Fischbach & Fischbach

17
18 By: Joseph Fischbach
19 Attorneys for Francis Lopez

20 IT IS HEREBY ORDERED:

21 Receiver Kipperman is hereby appointed as the receiver of Plaintiffs, Prism and
22 Prism Advanced Technologies, Inc. (collectively the "Plaintiffs"), with all the powers,
23 rights, duties and obligations set forth below and that his compensation shall be \$325.00
24 per hour and any requirement of a bond shall be waived.

25 IT IS HEREBY FURTHER ORDERED that upon the filing of the oath, the
26 receiver shall be authorized and empowered to:

27 1. Take possession and continue in possession of all Plaintiffs' business,
28 together with all personal property of the Plaintiffs, INCLUDING BUT NOT

1 LIMITED TO inventory, fixtures, goods, documents, patents, trademarks, software,
2 copyrights, books, records, papers and accounts of the businesses relating thereto
3 (collectively the "Business Property");

4 2. Execute and file a receiver's oath;

5 3. After qualifying, the receiver shall take possession of and manage the
6 Business Property, shall collect the income from the Business Property, shall care for the
7 Business Property and may incur the expenses necessary for that care, and may change
8 the lock on the business premises;

9 4. Within 30 days after taking possession of Plaintiff's property subject to this
10 order, the receiver shall file an inventory itemizing all personal property of the Plaintiffs
11 which he has taken possession of and shall promptly file supplemental inventories of any
12 personal property of the Plaintiffs consequently coming into the receivership estate;

13 5. The receiver shall not enter into an agreement with any party to this
14 stipulation about the administration of the receivership or about any post receivership
15 matter without the express written consent of all parties hereto;

16 6. The receiver shall expend money coming into his possession to operate and
17 preserve the Business Property and only for the purposes authorized in this order. Unless
18 the Court orders otherwise, the receiver shall to the extent practical hold the balance in
19 interest-bearing accounts in accordance with Cal. Civ. Proc. §569.

20 7. Subject to further orders of this Court, the receiver is appointed for the
21 purpose of conducting the business of Plaintiffs.

22 8. The receiver is not required to incur any ongoing expenses necessary in
23 such operation, management and control in the ordinary and usual course of business.
24 The receiver shall not be required to do anything to incur the risks and obligations
25 ordinarily incurred by owners, managers and operators of similar properties and no such
26 risks or obligations so incurred shall be the personal risk or obligation of the receiver. If
27 any such risk or obligation is incurred, then it shall only be the risk or obligation of the
28 receivership estate;

1 9. Collect monies from or liquidate appropriate contracts for the businesses
2 and maintenance of the subject businesses;

3 10. Employ agents and employees as the receiver believes, in his business
4 judgment, necessary to carry out his duties as the receiver and to pay said agents and
5 employees at ordinary and usual rates and prices pursuant to appropriate contracts out of
6 the funds that shall come into his possession as receiver;

7 11. Rent/lease from time to time any part of the subject businesses, provided
8 however any new or rollover leases or tenant improvements are to be pre-approved in
9 writing by the Court;

10 12. The receiver may establish accounts at any financial institutions insured by
11 an agency of the United States government that are not parties to this proceeding, deposit
12 into those accounts funds received in connection with the Business Property and shall
13 deposit in interest-bearing accounts money not expended for receivership purposes;

14 13. The receiver and the parties hereto may, at any time, apply to this Court for
15 further instructions and orders and for additional powers necessary to enable the receiver
16 to perform the receiver's duties properly;

17 14. Collect and receive all rents, subrents, earnings, income issues, profits,
18 revenues and royalties from the Business Property;

19 15. Employ appropriate professionals, subject to further court order, to
20 prosecute all actions for the collection of rents or monies due to subject businesses, for
21 the removal of tenants in default or third parties in default on monies due subject
22 businesses and to recover possessions thereof;

23 16. Subject to further court order, institute and prosecute all suits as may
24 reasonably be necessary in the judgment of the receiver to protect the subject businesses
25 and to defend all such suits and actions as may be instituted against him as a receiver;

26 17. Obtain and pay a reasonable price for lawful licenses and to the extent
27 permitted by law exercise privileges of any existing license issued in connection with the
28 subject property or any business transacted thereon until further order of the court and to

1 do all things necessary to protect and maintain said licenses;

2 18. Provide at a minimum, monthly reports or at Kipperman's discretion should
3 exigent circumstances arise, Kipperman may issue weekly reports to all parties of all
4 funds, information and records obtained by receiver;

5 19. Maintain adequate insurance over the subject business to the same extent
6 and in the same manner as it previously has been insured or as in the judgment of the
7 receiver as may seem fit and proper and to cause all presently existing policies to be
8 amended by adding himself and the receivership estate as an additional insured. To the
9 extent there is inadequate insurance and/or insufficient funds in the receivership estate to
10 procure adequate insurance, the receiver is directed to immediately petition the court for
11 instructions. During the period in which the subject businesses are uninsured or
12 underinsured, the receiver shall not be personally responsible for any claims arising
13 therefore;

14 20. Prepare and deliver to all parties an initial and then, at a minimum monthly
15 interim statements, or at Kipperman's discretion should exigent circumstances arise,
16 Kipperman may issue weekly interim statements of monies received and disbursed and of
17 the receiver's ordinary fees and expenses, including those of his employees and court-
18 approved professionals, which statements shall be accompanied by notice which advises
19 parties that any objections thereto must be made in writing within 10 days. Upon
20 completion of an interim statement and mailing such statements to the parties respective
21 attorneys of record or any other designated person or agent, the receiver may pay from
22 receivership estate funds, if any, the amount of said statement owed to the receiver.
23 Despite the periodic payment of receiver's fees and administrative expenses, said fees
24 and expenses shall be submitted to the court for its approval and confirmation in the form
25 of either a noticed interim request for fees, a stipulation among the parties or the
26 receiver's final account and report;

27 21. In addition to all of the powers set forth herein, the receiver is hereby
28 vested with all of the general powers of receivers in cases of this kind, subject to the

1 direction of this court and the receiver shall from time to time file with the court detailed
2 reports and accountings pertaining to the conduct of the receivership and all monies
3 received and expended by the receiver or its agents; and

4 22. Receiver may generally do such other things as are necessarily incidental to
5 these foregoing specific powers, directions and general authority and to take actions
6 relating to the subject businesses provided that the receiver obtains prior court approval
7 for any actions beyond the scope contemplated herein.

8 IT IS HEREBY FURTHER ORDERED that Plaintiffs, AND Defendant and each
9 of their respective agents, partners, managers, attorneys, employees, assignees,
10 successors, representatives and all persons acting under, in concert with or for them:

11 A. Shall relinquish and immediately turnover possession of all business
12 PROPERTY to the receiver upon service of this order;

13 B. Shall turn over to the receiver and direct all managers, employees
14 and other third parties in possession thereof to turn over all keys, leases, books, records,
15 books of account, ledgers, operating statements, budgets, real estate tax bills, phone
16 records, cell phone records, credit card statements, and all other business records relating
17 to the subject businesses, wherever located, and in whatever mode maintained, including
18 information contained on computers and any and all software relating thereto, as well as
19 all banking records, statements and canceled checks;

20 C. Shall turn over to the receiver all documents which pertain to all
21 licenses, permits or government approvals relating to the subject businesses and shall
22 immediately advise the receiver of its federal tax payer identification number used in
23 connection with the operation of the subject businesses;

24 D. Shall immediately advise the receiver as to the nature and extent of
25 insurance coverage for the subject businesses. The parties hereto shall immediately name
26 the receiver as an additional insured on the insurance policies for the period that receiver
27 shall be in possession of the property. The parties hereto are prohibited from canceling,
28 reducing or modifying any and all insurance coverage currently in existence with respect

1 to the subject businesses; and

2 E. The parties hereto, and each of them, and their respective agents,
3 servants, employees, attorneys, partners and all other persons in concert with them, shall
4 immediately turn over as of the date of this order to the receiver any monies (including,
5 but not limited to, security deposits, prepaid rent, or funds in management bank accounts
6 for the subject businesses) which represent rental or lease payments with respect to the
7 business property, which are received, or have been received, by the parties hereto in
8 possession of all records, books of account, ledgers and all other documents and papers
9 pertaining to the operation of their property.

10 IT IS FURTHER ORDERED that pending further order of this Court, Plaintiffs,
11 Defendant and Francis Lopez and their agents, partners, property managers, attorneys,
12 and employees and all other persons acting in concert with them who have actual or
13 constructive knowledge of this order, and their agents and employees:

14 A. Shall not commit or permit any waste on the subject business or any
15 part thereof, or suffer or commit or permit any waste on subject business, or any part
16 thereof, or suffer or commit or permit any act on subject business or property, or any part
17 thereof, in violation of law, or remove, transfer, encumber or otherwise dispose of any of
18 property;

19 B. Shall not demand, collect, receive, discount or in any other way
20 divert or use any of the income of the business or the businesses' property;

21 C. Shall not directly/indirectly interfere in any manner with the
22 discharge of receiver's duties under this order or receiver's possession of an operation or
23 management of the subject businesses or business properties;

24 D. Shall not expend, disburse, transfer, assign, sell, convey, devise,
25 pledge, mortgage, create a security interest in, encumber, conceal or in any manner
26 whatsoever deal in or dispose of all or part of subject business or property, including but
27 not limited to, business income, rents, or other monies due to, either now or in the future,
28 the business, without court order;

1 E. Shall not do any act which will, or may, impair, defeat, divert,
2 prevent or prejudice preservation of the business, including accounts receivable, rents, or
3 any monies due now or in the future, or the preservation of judgments creditor's interest
4 in the subject businesses or properties and the businesses' income; and

5 No third party may terminate service to the defendant or its property as a result of
6 the non-payment of pre-receivership obligations without prior order of this court.

7
8 IT IS SO ORDERED:

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11 JUDGE SAN DIEGO SUPERIOR COURT
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EXHIBIT 2

1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office M. Jonathan Hayes**
3 21800 Oxnard St, Suite 840
4 Woodland Hills, California 91367
5 Telephone: (818) 710-3656
6 Facsimile: (818) 710-3659
7 jhayes@polarisnet.net

8 **Attorneys for Alleged Debtor**
9 **Francis J. Lopez**

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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In re:

FRANCIS J. LOPEZ,

Alleged Debtor.

CASE NO.: 05-05926-PBINV

Involuntary Chapter 7

**RESPONSE TO REQUESTS FOR
ADMISSION PROPOUNDED TO
ALLEGED DEBTOR FRANCIS J.
LOPEZ (PHASE II)**

JUDGE: Hon. Peter W. Bowie
DEPT.: 4

PROPOUNDING PARTY: Petitioning Creditors

RESPONDING PARTY: Alleged Debtor Francis J. Lopez

SET NO.: ONE (1) / Phase II

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit you received no cash payments from NOVEON between January 1, 2005 and July 1, 2005.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Deny.

3 **REQUEST FOR ADMISSION NO. 2:**

4 Admit that YOU were not employed by any PERSON or entity other than Noveon between
5 January 1, 2005 and July 31, 2005.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

7 Admit.

8 **REQUEST FOR ADMISSION NO. 3:**

9 Admit that you were not engaged as an independent contractor for any person or entity
10 other than NOVEON between January 1, 2005 and July 31, 2005.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

12 Deny.

13 **REQUEST FOR ADMISSION NO. 4:**

14 Admit that you had no contractual relationship of any kind that entitled you to receive
15 remuneration of any kind based upon services that YOU rendered at any time between
16 January 1, 2005 and July 31, 2005.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

18 Deny.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
21 enforcement pending YOUR appeal of that judgment.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

23 I don't know.

24 **REQUEST FOR ADMISSION NO. 6:**

25 Admit that at some time after June 14, 2004 and before June 14, 2005, the RESIDENCE
26 was refinanced.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

28 Admit.

1 **REQUEST FOR ADMISSION NO. 7:**

2 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
3 caused Richard M. Kipperman to be appointed as the receiver of Prism in the PRISM
4 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

6 I do not know how to answer. I agreed as CEO of Prism.

7 **REQUEST FOR ADMISSION NO. 8:**

8 Admit that YOU have not paid any of the fees that were awarded to Richard M.
9 Kipperman on account of services rendered and costs advanced in the PRISM
10 RECEIVERSHIP.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

12 Admit.

13 **REQUEST FOR ADMISSION NO. 9:**

14 Admit that YOU have filed no objection to any of the fees requested by Richard M.
15 Kipperman on account of services rendered and costs he has advanced in connection with
16 the PRISM RECEIVERSHIP.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

18 Admit.

19 **REQUEST FOR ADMISSION NO. 10:**

20 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
21 Technologies, Inc. ("Prism") incurred under agreements "Equipment Lease Agreement" by
22 and between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

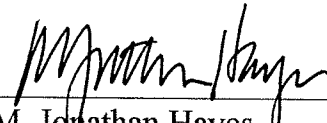
24 Deny.
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1 Dated: December 3, 2006

2

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By: 
M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

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PROOF OF SERVICE

STATE OF CALIFORNIA)
SOUTHERN DISTRICT)ss.:

In re
Francis J. Lopez

Case No. 05-05926-PBINV

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 21800 Oxnard St. Suite 840, Woodland Hills, CA 91367.

On December 3, 2006 I served on interested parties in said action the within:
**RESPONSE TO REQUESTS FOR ADMISSION PROPOUNDED TO
ALLEGED DEBTOR FRANCIS J. LOPEZ (PHASE II)**

by placing a true copy thereof in sealed envelope(s) addressed as stated below.

L. Scott Keehn
Sarah H. Lanham
530 B Street, Suite 2400
San Diego, CA 92101
(And by email)

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on December 3, 2006, at Woodland Hills, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

MJ Hayes
(Type or print name)

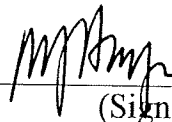

(Signature)

EXHIBIT 3

1 L. Scott Keehn (61691)
2 **KEEHN & ASSOCIATES**
3 A Professional Corporation
4 402 W. Broadway, Suite 1210
5 San Diego, California 92101
6 Telephone: (619) 400-2200

7 Attorneys for **Petitioning Creditors**

8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10
11 In Re:

12 FRANCIS J. LOPEZ

13 Alleged Debtor

) Case No. 05-05926-PBINV

) Involuntary Chapter 7

) **FIRST PHASE II INTERROGATORIES**
) **PROPOUNDED BY PETITIONING**
) **CREDITORS**

) [No Hearing Required]

) Judge: Hon. Peter W. Bowie

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19 PROPOUNDING PARTY: Petitioning Creditors

20 RESPONDING PARTY: Francis J. Lopez, The Alleged Debtor

21 SET NUMBER: ONE (1)/ Phase II.

22
23 Petitioning Creditors hereby propound the following interrogatories to Alleged Debtor
24 Francis J. Lopez ("Lopez") and demands his response under oath within thirty (30) days from the
25 date of service pursuant to Federal Rules of Civil Procedure ("FRCP") Rule 33 which is made
26 applicable to this adversary proceeding by Federal Rules of Bankruptcy Procedure Rule 7033 and
27 Rule 9014.

28 /////

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 - FACSIMILE (619) 400-2201

DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes, presentations, telegrams, telephone conversations and all other written, oral or electronic transmission of information.

6. The term "CREDIT FACILITY" means every form of agreement, written or oral, by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes, without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

KEEHN & ASSOCIATES, APC
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402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

7. The term "DOCUMENT" means and includes all originals — and any copies that differ in any way from the original — of any kind of written, typewritten, printed or recorded material or computer files, DOCUMENTS or records whatsoever, regardless of the source or author thereof, including, without limitation, any writing, filed for reporting or other purposes with the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence, telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports, analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets, logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts, diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock ledgers for all forms and types of securities, minutes of directors, shareholder or committee meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices, charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists, deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates, permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies, extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28 U.S.C.A., and any copies of such material if YOU do not have control or possession of the original.

8. The term "FINANCIAL STATEMENT" means and refers to every form of DOCUMENT, including, but not limited to a written report, which quantitatively describes the financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet, a statement of cash flows, and a statement of equity.

9. The term "IDENTIFY" when used herein means to describe the requested information to the fullest extent possible, which would include, but is not limited to, furnishing

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
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1 such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT,
2 or thing that may be in the possession of any PERSON identified in Your response to that
3 interrogatory. Without limiting the generality of the foregoing:

4 A. When used in reference to a PERSON the definition includes, but is not
5 limited to, a requirement to disclose the full legal name of the PERSON, all business or trade
6 names known to have been used by the PERSON at any time, the address of the PERSON's
7 residence (where they are a natural PERSON, or principal place of business if not), and all
8 telephone numbers where the PERSON may be reached during usual daytime business hours;

9 B. When used with reference to a DOCUMENT or DOCUMENT the
10 definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted,
11 or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical
12 location, and the name and address of the PERSON or PERSONS with custody of the
13 DOCUMENT or DOCUMENT; and

14 C. When used with reference to a tangible thing, the definition includes, but is
15 not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist)
16 which identifies the thing, the address at which the thing is customarily is located, and the name
17 and address of the PERSON or PERSONS who have custody or control of the thing.

18 D. When used with reference to an account maintained at a bank, credit union
19 or similar financial institution includes, but is not limited to the duty to disclose the name and
20 address of the institution, the account number (or numbers) and the dates during which the account
21 was maintained.

22 10. The term the "INTERROGATORIES" means and refers to the "First Phase II
23 Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

24 11. The term "MADELEINE LOPEZ" means and refers to an individual believed to be
25 YOUR spouse at all times from the period commencing January 1, 2002, through and including
26 the present.

27 12. The term "NOVEON" means and refers to Noveon Systems, Inc., a corporation.

28 13. The term "ON CREDIT" refers to any transaction or agreement where YOU or one

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 · FACSIMILE (619) 400-2201

1 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

2 14. The term "PERSON" means any individual (natural PERSON), corporation,
3 organization, association, partnership, limited partnership, limited liability company, firm, joint
4 venture, trust, governmental body, agency, governing board, department or division, or any other
5 entity.

6 15. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
7 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
8 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
9 or YOUR family with goods or services ON CREDIT, and includes without limitation a
10 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
11 or diagnoses that are kept in the course of regularly conducted personal, household, or family
12 activity.

13 16. The term "PRISM RECEIVERSHIP" means and refers to the receivership created
14 in that certain civil action that was pending before the Superior Court of the State of California for
15 the County of San Diego, North County Branch, identified as *PRISM and PRISM ADVANCED*
16 *TECHNOLOGIES, INC., v. ALAN STANLY* (Case No. GIN 028765) based upon the "Stipulation
17 regarding appointment of Richard M Kipperman as receiver," and the order approving and
18 adopting it which was entered on April 22, 2003.

19 17. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
20 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
21 referring to, or dealing with.

22 18. The term "RELATIVE" means any individual related by affinity or consanguinity
23 within the third degree of consanguinity or affinity as determined by common law or any
24 individual in a step or adoptive relationship within such third degree.

25 19. The term the "REQUESTS FOR ADMISSION" means and refers to the "First
26 Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently
27 herewith.

28 20. The term the "RESIDENCE" means and refers to that single family dwelling

1 commonly known as 310 Sand Myrtle Trail, Destin, Florida.

2 21. The term the "STANLY JUDGMENT" means and refers to that judgment in favor
3 of Petitioning Creditor Alan Stanly against Francis J. Lopez in the principal amount of \$50,000, in
4 the case of *UNION BANK OF CALIFORNIA N.A. v. STANLY and LOPEZ* (GIN 030827) entered
5 by the Superior Court of the State of California, for the County of San Diego, on or about
6 September 20, 2004.

7 22. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

8 23. The term "YOU OWED" when used in connection with a particular creditor means
9 and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by
10 the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain
11 as to liability or amount.

12 24. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include
13 all payments that YOU personally made or caused to be made, and all payments that were made by
14 any other person or entity.

15 SPECIAL INSTRUCTIONS

16 1. YOUR written response to each category shall first IDENTIFY and quote the
17 category in full. Upon request, YOU will be electronically provided with a copy of these requests
18 in their Word Perfect form to facilitate YOUR compliance with this requirement.

19 INTERROGATORIES

20 Interrogatory No. 1.:

21 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
22 these interrogatories was an unqualified admission, then for each response which is not an
23 unqualified admission, state the number of the request and all of the facts upon which YOU base
24 YOUR response.

25 Interrogatory No. 2.:

26 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
27 these interrogatories was an unqualified admission, then for each response which is not an
28 unqualified admission, state the number of the request and IDENTIFY all PERSONS who have

1 knowledge of the facts upon which YOU base YOUR response.

2 Interrogatory No. 3.:

3 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
4 these interrogatories an unqualified admission, then for each response which is not an unqualified
5 admission, state the number of the request, and IDENTIFY all DOCUMENTS, writings and other
6 tangible things that YOU content support YOUR response.

7 Interrogatory No. 4.:

8 IDENTIFY by date, source, and amount, all cash receipts of any kind (including loan
9 proceeds) that YOU received from any source — including but not limited to — NOVEON
10 between January 1 and July 1, 2005.

11 Interrogatory No. 5.:

12 IDENTIFY by date, source, and amount, all cash receipts (including loan proceeds) that
13 MADELEINE LOPEZ received from any source other than NOVEON between January 1 and July
14 1, 2005.

15 Interrogatory No. 6.:

16 IDENTIFY any and all documents that memorialize, reflect, or refer to the mortgage to
17 Lehman Brothers Bank, secured by the Residence.

18 Interrogatory No. 7.:

19 IDENTIFY all ACCOUNTS maintained at any bank, credit union, or other financial
20 institution with respect to which YOU are either an owner, co-owner, or beneficiary, at any time
21 from January 1, 2005, to July 31, 2005.

22 Interrogatory No. 8.:

23 IDENTIFY all ACCOUNTS maintained with any bank, credit union, or other financial
24 institution where YOU had signature authority to withdraw funds, or cause them to be paid upon
25 YOUR order, at any time between January 1, 2005, and July 31, 2005.

26 Interrogatory No. 9.:

27 IDENTIFY all PERSONS and entities with whom MADELEINE LOPEZ had any
28 contractual or employment relationship at any time between January 1, 2005, and July 31, 2005.

1 Interrogatory No. 10.:

2 With respect to any or all obligations that YOU OWED to Frederick Lopez as of June 30,
3 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
4 (c) the dates upon which the amount those obligations increased and the amount of such increases;
5 and, (d) the dates and amounts of all payments made on that obligation.

6 Interrogatory No. 11.:

7 With respect to any or all debts that YOU OWED to Lehman Brothers Bank as of June 30,
8 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
9 (c) the dates upon which the amount those obligations increased and the amount of such increases;
10 and, (d) the dates and amounts of all payments made on that obligation.

11 Interrogatory No. 12.:

12 With respect to any or all debts that YOU OWED to Allstate Floridian as of June 30, 2005,
13 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
14 the dates upon which the amount those obligations increased and the amount of such increases;
15 and, (d) the dates and amounts of all payments made on that obligation.

16 Interrogatory No. 13.:

17 With respect to any or all debts that YOU OWED to American Express as of June 30,
18 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
19 (c) the dates upon which the amount those obligations increased and the amount of such increases;
20 and, (d) the dates and amounts of all payments made on that obligation.

21 Interrogatory No. 14.:

22 With respect to any or all debts that YOU OWED to American Home Shield as of June 30,
23 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
24 (c) the dates upon which the amount those obligations increased and the amount of such increases;
25 and, (d) the dates and amounts of all payments made on that obligation.

26 Interrogatory No. 15.:

27 With respect to any or all debts that YOU OWED to Bank of America as of June 30, 2005,
28 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)

1 the dates upon which the amount those obligations increased and the amount of such increases;
2 and, (d) the dates and amounts of all payments made on that obligation.

3 Interrogatory No. 16.:

4 With respect to any or all debts that YOU OWED to Bank Card Services as of June 30,
5 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
6 (c) the dates upon which the amount those obligations increased and the amount of such increases;
7 and, (d) the dates and amounts of all payments made on that obligation.

8 Interrogatory No. 17.:

9 With respect to any or all debts that YOU OWED to Cingular as of June 30, 2005,
10 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
11 the dates upon which the amount those obligations increased and the amount of such increases;
12 and, (d) the dates and amounts of all payments made on that obligation.

13 Interrogatory No. 18.:

14 With respect to any or all debts that YOU OWED to Citicard as of June 30, 2005,
15 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
16 the dates upon which the amount those obligations increased and the amount of such increases;
17 and, (d) the dates and amounts of all payments made on that obligation.

18 Interrogatory No. 19.:

19 With respect to any or all debts that YOU OWED to Coastal Community Insurance as of
20 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
21 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
22 increases; and, (d) the dates and amounts of all payments made on that obligation.

23 Interrogatory No. 20.:

24 With respect to any or all debts that YOU OWED to Cox Communication as of June 30,
25 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
26 (c) the dates upon which the amount those obligations increased and the amount of such increases;
27 and, (d) the dates and amounts of all payments made on that obligation.

28 Interrogatory No. 21.:

1 With respect to any or all debts that YOU OWED to Ft. Walton Beach Medical Center as
2 of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
3 originally incurred; (c) the dates upon which the amount those obligations increased and the
4 amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

5 Interrogatory No. 22.:

6 With respect to any or all debts that YOU OWED to Household Bank as of June 30, 2005,
7 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
8 the dates upon which the amount those obligations increased and the amount of such increases;
9 and, (d) the dates and amounts of all payments made on that obligation.

10 Interrogatory No. 23.:

11 With respect to any or all debts that YOU OWED to Kelly Plantation Owners Association
12 as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
13 originally incurred; (c) the dates upon which the amount those obligations increased and the
14 amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

15 Interrogatory No. 24.:

16 With respect to any or all debts that YOU OWED to Northwest Florida Daily News as of
17 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
18 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
19 increases; and, (d) the dates and amounts of all payments made on that obligation.

20 Interrogatory No. 25.:

21 With respect to any or all debts that YOU OWED to Okaloosa Gas District as of June 30,
22 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
23 (c) the dates upon which the amount those obligations increased and the amount of such increases;
24 and, (d) the dates and amounts of all payments made on that obligation.

25 Interrogatory No. 26.:

26 With respect to any or all debts that YOU OWED to Progressive Insurance as of June 30,
27 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
28 (c) the dates upon which the amount those obligations increased and the amount of such increases;

1 and, (d) the dates and amounts of all payments made on that obligation.

2 Interrogatory No. 27.:

3 With respect to any or all debts that YOU OWED to Citibank/Quicken Platinum Card as of
4 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
5 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
6 increases; and, (d) the dates and amounts of all payments made on that obligation.

7 Interrogatory No. 28.:

8 With respect to any or all debts that YOU OWED to Texaco as of June 30, 2005,
9 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
10 the dates upon which the amount those obligations increased and the amount of such increases;
11 and, (d) the dates and amounts of all payments made on that obligation.

12 Interrogatory No. 29.:

13 With respect to any or all debts that YOU OWED to Valley Forge Life Insurance as of June
14 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
15 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
16 increases; and, (d) the dates and amounts of all payments made on that obligation.

17 Interrogatory No. 30.:

18 With respect to any or all debts that YOU OWED to Verizon as of June 30, 2005,
19 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
20 the dates upon which the amount those obligations increased and the amount of such increases;
21 and, (d) the dates and amounts of all payments made on that obligation.

22 Interrogatory No. 31.:

23 With respect to any or all debts that YOU OWED to Wayne Wise as of June 30, 2005,
24 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
25 the dates upon which the amount those obligations increased and the amount of such increases;
26 and, (d) the dates and amounts of all payments made on that obligation.

1 Interrogatory No. 32.:

2 With respect to any or all debts that YOU OWED to Union Bank of California as of June
3 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
4 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
5 increases; and, (d) the dates and amounts of all payments made on that obligation.

6 Interrogatory No. 33.:

7 With respect to any or all debts that YOU OWED to attorney Jeffrey (Jeff) Smith as of
8 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
9 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
10 increases; and, (d) the dates and amounts of all payments made on that obligation.

11 Interrogatory No. 34.:

12 With respect to any or all debts that YOU OWED to attorney Thomas B. Gorrill as of June
13 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
14 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
15 increases; and, (d) the dates and amounts of all payments made on that obligation.

16 Interrogatory No. 35.:

17 IDENTIFY by name, address, telephone number, facsimile number, and e-mail address, all
18 PERSONS or entities that made payments on any of YOUR obligations at any time from January
19 1, 2005 to the date of YOUR response to these INTERROGATORIES, and the dates and amounts
20 of each such payment.

21
22 Dated: 11-3-06

KEEHN & ASSOCIATES
A Professional Corporation

23
24
25 By: 

26 L. Scott Keehn
27 Attorneys for
28 Petitioning Creditor

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

EXHIBIT 4

M. Jonathan Hayes (Bar No. 90388)
Law Office M. Jonathan Hayes
21800 Oxnard St, Suite 840
Woodland Hills, California 91367
Telephone: (818) 710-3656
Facsimile: (818) 710-3659
jhayes@polarisnet.net

**Attorneys for Alleged Debtor
Francis J. Lopez**

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

In re:

FRANCIS J. LOPEZ,

Alleged Debtor.

CASE NO.: 05-05926-PBINV

Involuntary Chapter 7

**RESPONSE TO INTERROGATORIES
PROPOUNDED TO ALLEGED
DEBTOR FRANCIS J. LOPEZ (PHASE
II)**

**JUDGE: Hon. Peter W. Bowie
DEPT.: 4**

PROPOUNDING PARTY: Petitioning Creditors
RESPONDING PARTY: Alleged Debtor Francis J. Lopez
SET NO.: ONE (1) / Phase II

INTERROGATORIES

General Note ("General Note") in Response to Interrogatories.

Most of the interrogatories refer to debts owed as of June 30, 2005, and ask me to identify:
(a) the original amount of the obligation; (b) the date it was originally incurred; (c) the
dates upon which the amount those obligations increased and the amount of such

1 increases; and (d) the dates and payments made on that obligation. In fact, those questions
 2 are posed on no less than 25 out of a total of 35 interrogatories. However, answering these
 3 questions depends on how the "original amount" is defined. If it is defined as any original
 4 transaction that gives rise to the balance as of June 30th, then it is possible to have a
 5 revolving account that may have hundreds or even thousands of transactions, given
 6 question (c), and dozens or more transactions pertinent to question (d). If the original
 7 amount is defined as the amount as of June 30th, then question (b) seems to be irrelevant. I
 8 therefore request clarification as to these interrogatories (Numbers 10 through 34) so that I
 9 can proceed. If indeed I am requested to go back several years to find original balances,
 10 then I suggest that there is an overwhelming burden to answer the interrogatories as
 11 phrased. Notwithstanding the fact that the wording is unclear, there are requests that are
 12 answerable regardless, as either the account with the creditor is not an old one, or
 13 transactions with that creditor were of a limited nature. Thus, I have answered
 14 interrogatories 10, 19, 23, 29 and 31 for these reasons.

15 **INTERROGATORY NO. 1:**

16 No. 1, I did in fact receive some cash payments from Noveon during the specified period.

17 No. 3, I was in fact an independent contractor for another entity during the specified
 18 period.

19 No. 4, I was in fact entitled to receive remuneration as a result of services rendered during
 20 the specified time period.

21 No. 10, I never signed as a personal guarantor on any agreement between Herman Miller
 22 Capital and Prism Advanced Technologies, Inc.

23 **INTERROGATORY NO. 2:**

24 No. 1, Francis Lopez.

25 No. 3, Francis Lopez, Lifestar Financial Network, 10713 S. Jordan Gateway, Suite 220,
 26 South Jordan, UT 84095, (866) 888-5736.

27 No. 4, Francis Lopez, Lifestar Financial Network, 10713 S. Jordan Gateway, Suite 220,
 28 South Jordan, UT 84095, (866) 888-5736.

1 No. 10, Francis Lopez, Herman Miller Capital Corp. (contact information not known at
2 this time).

3 INTERROGATORY NO. 3:

4 Vague as to the meaning of the phrase YOU content

5 INTERROGATORY NO. 4:

6 Still researching, will provide.

7 INTERROGATORY NO. 5:

8 **Objection. Not going to respond for someone else's financial records.**

9 **INTERROGATORY NO. 6:**

10 **Objection. Not going to respond for someone else's financial records.**

11 **INTERROGATORY NO. 7:**

12 Compass Bank, Emerald Coast Parkway, Destin, Florida, 32541, Account 21294144;

13 Citigroup Global Mkts, Inc., 850 S. Palafox St., Suite 200, Pensacola, Florida 32502

14 (IRA), Account 4546697014258

15 INTERROGATORY NO. 8:

16 Compass Bank, Emerald Coast Parkway, Destin, Florida, 32541, Account 21294144;

17 Citigroup Global Mkts, Inc., 850 S. Palafox St., Suite 200, Pensacola, Florida 32502

18 (IRA), Account 4546697014258

19 INTERROGATORY NO. 9:

20 **Objection. Madeleine Lopez...**

21 **INTERROGATORY NO. 10:**

22 a) \$35,000; b) approximately July, 2005; (c) not applicable; (d) not applicable

23 INTERROGATORY NO. 11:

24 **Objection. Madeleine Lopez...**

25 INTERROGATORY NO. 12:

See General Note. Vague as to the “original amount of the obligation”, is this the amount as of a specified date, or an earlier date? Since this is a longstanding account, the amount of the obligation has varied over time, and the opening transactions may go back several

1 years. Vague as to “the dates and amounts of all payments made on that obligation” , are
 2 these payments up until a certain date? Does your request include payments made on
 3 opening balance transactions, regardless of date, or balances as of June 30, 2005?

4 **INTERROGATORY NO. 13:**

5 See General Note. Vague as to the “original amount of the obligation”, is this the amount
 6 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 7 of the obligation has varied over time, and the opening transactions may go back several
 8 years. Vague as to “the dates and amounts of all payments made on that obligation” , are
 9 these payments up until a certain date? Does your request include payments made on
 10 opening balance transactions, regardless of date, or balances as of June 30, 2005?

11 **INTERROGATORY NO. 14:**

12 See General Note. Vague as to the “original amount of the obligation”, is this the amount
 13 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 14 of the obligation has varied over time, and the opening transactions may go back several
 15 years. Vague as to “the dates and amounts of all payments made on that obligation” , are
 16 these payments up until a certain date? Does your request include payments made on
 17 opening balance transactions, regardless of date, or balances as of June 30, 2005?

18 **INTERROGATORY NO. 15:**

19 See General Note. Vague as to the “original amount of the obligation”, is this the amount
 20 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 21 of the obligation has varied over time, and the opening transactions may go back several
 22 years. Vague as to “the dates and amounts of all payments made on that obligation” , are
 23 these payments up until a certain date? Does your request include payments made on
 24 opening balance transactions, regardless of date, or balances as of June 30, 2005?

25 **INTERROGATORY NO. 16:**

26 See General Note. Vague as to the “original amount of the obligation”, is this the amount
 27 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 28 of the obligation has varied over time, and the opening transactions may go back several

1 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 2 these payments up until a certain date? Does your request include payments made on
 3 opening balance transactions, regardless of date, or balances as of June 30, 2005?

4 **INTERROGATORY NO. 17:**

5 See General Note. Vague as to the "original amount of the obligation", is this the amount
 6 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 7 of the obligation has varied over time, and the opening transactions may go back several
 8 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 9 these payments up until a certain date? Does your request include payments made on
 10 opening balance transactions, regardless of date, or balances as of June 30, 2005?

11 **INTERROGATORY NO. 18:**

12 See General Note. Vague as to the "original amount of the obligation", is this the amount
 13 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 14 of the obligation has varied over time, and the opening transactions may go back several
 15 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 16 these payments up until a certain date? Does your request include payments made on
 17 opening balance transactions, regardless of date, or balances as of June 30, 2005?

18 **INTERROGATORY NO. 19:**

19 Since this account has had very few transactions, it is easy to answer without further
 20 clarification, as long as we assume that given that the account had a zero balance prior to
 21 the bill in question, you are not interested in the account detail for previous periods. If you
 22 are, there was a previous charge for insurance in the 2004 through 2005 period in the
 23 neighborhood of \$1000 to \$1300. For the period in question, (a) \$1013.03; (b)
 24 approximately June 2005, though bill date was July 2005; (c) not applicable; (d) 8/22/05,
 25 \$1013.03

26 **INTERROGATORY NO. 20:**

27 See General Note. Vague as to the "original amount of the obligation", is this the amount
 28 as of a specified date, or an earlier date? Since this is a longstanding account, the amount

1 of the obligation has varied over time, and the opening transactions may go back several
 2 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 3 these payments up until a certain date? Does your request include payments made on
 4 opening balance transactions, regardless of date, or balances as of June 30, 2005?

5 **INTERROGATORY NO. 21:**

6 See General Note. Vague as to the "original amount of the obligation", is this the amount
 7 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 8 of the obligation has varied over time, and the opening transactions may go back several
 9 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 10 these payments up until a certain date? Does your request include payments made on
 11 opening balance transactions, regardless of date, or balances as of June 30, 2005?

12 **INTERROGATORY NO. 22:**

13 See General Note. Vague as to the "original amount of the obligation", is this the amount
 14 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 15 of the obligation has varied over time, and the opening transactions may go back several
 16 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 17 these payments up until a certain date? Does your request include payments made on
 18 opening balance transactions, regardless of date, or balances as of June 30, 2005?

19 **INTERROGATORY NO. 23:**

20 Since this is a quarterly bill it is always the same amount, and doesn't fluctuate, especially
 21 since the bill is always paid in full. During the 2005 calendar year, if I assume that you are
 22 looking for an opening balance, it would be: (a) \$550; (b) June 1, 2005; (c) not
 23 applicable; (d) payment in the amount of \$550 made on or about July, 2005

24 **INTERROGATORY NO. 24:**

25 See General Note. Vague as to the "original amount of the obligation", is this the amount
 26 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 27 of the obligation has varied over time, and the opening transactions may go back several
 28 years. Vague as to "the dates and amounts of all payments made on that obligation", are

1 these payments up until a certain date? Does your request include payments made on
2 opening balance transactions, regardless of date, or balances as of June 30, 2005?

3 **INTERROGATORY NO. 25:**

4 See General Note. Vague as to the "original amount of the obligation", is this the amount
5 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
6 of the obligation has varied over time, and the opening transactions may go back several
7 years. Vague as to "the dates and amounts of all payments made on that obligation", are
8 these payments up until a certain date? Does your request include payments made on
9 opening balance transactions, regardless of date, or balances as of June 30, 2005?

10 **INTERROGATORY NO. 26:**

11 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
12 In addition, See General Note. Vague as to the "original amount of the obligation", is this
13 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
14 the amount of the obligation has varied over time, and the opening transactions may go
15 back several years. Vague as to "the dates and amounts of all payments made on that
16 obligation", are these payments up until a certain date? Does your request include
17 payments made on opening balance transactions, regardless of date, or balances as of June
18 30, 2005?

19 **INTERROGATORY NO. 27:**

20 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
21 In addition, See General Note. Vague as to the "original amount of the obligation", is this
22 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
23 the amount of the obligation has varied over time, and the opening transactions may go
24 back several years. Vague as to "the dates and amounts of all payments made on that
25 obligation", are these payments up until a certain date? Does your request include
26 payments made on opening balance transactions, regardless of date, or balances as of June
27 30, 2005?

28 **INTERROGATORY NO. 28:**

1 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 2 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 3 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 4 the amount of the obligation has varied over time, and the opening transactions may go
 5 back several years. Vague as to "the dates and amounts of all payments made on that
 6 obligation", are these payments up until a certain date? Does your request include
 7 payments made on opening balance transactions, regardless of date, or balances as of June
 8 30, 2005?

9 **INTERROGATORY NO. 29:**

10 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 11 In addition, See General Note. Since this is an annual bill on a fixed payment schedule, it
 12 is easy to answer without clarification of your questions, as the opening amount or balance
 13 as of the original bill date would be the same as the balance of the original bill during the
 14 time frame of June 30, 2005: a) \$486.40; (b) 2/5/06, if we assume that payments for
 15 previous years, that were paid in full, are not desired here, as the net balance by mid-year
 16 was always zero; (c) not applicable; (d) 2/5/06, \$486.40.

17 **INTERROGATORY NO. 30:**

18 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 19 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 20 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 21 the amount of the obligation has varied over time, and the opening transactions may go
 22 back several years. Vague as to "the dates and amounts of all payments made on that
 23 obligation", are these payments up until a certain date? Does your request include
 24 payments made on opening balance transactions, regardless of date, or balances as of June
 25 30, 2005?

26 **INTERROGATORY NO. 31:**

27 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 28 In addition, See General Note. Since this is an account with only two transactions, it is

1 easy for me to answer, despite the confusion elaborated on in the General Note.

2 (a) \$15,000; (b) 6/16/04; (c) not applicable; (d) interest payment on 5/17/05 in the amount
3 of \$900

4 **INTERROGATORY NO. 32:**

5 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

6 In addition, See General Note. Vague as to the “original amount of the obligation”, is this
7 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
8 the amount of the obligation has varied over time, and the opening transactions may go
9 back several years. Vague as to “the dates and amounts of all payments made on that
10 obligation” , are these payments up until a certain date? Does your request include
11 payments made on opening balance transactions, regardless of date, or balances as of June
12 30, 2005?

13 **INTERROGATORY NO. 33:**

14 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

15 In addition, See General Note. Vague as to the “original amount of the obligation”, is this
16 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
17 the amount of the obligation has varied over time, and the opening transactions may go
18 back several years. Vague as to “the dates and amounts of all payments made on that
19 obligation” , are these payments up until a certain date? Does your request include
20 payments made on opening balance transactions, regardless of date, or balances as of June
21 30, 2005?

22 **INTERROGATORY NO. 34:**

23 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

24 In addition, See General Note. Vague as to the “original amount of the obligation”, is this
25 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
26 the amount of the obligation has varied over time, and the opening transactions may go
27 back several years. Vague as to “the dates and amounts of all payments made on that
28 obligation” , are these payments up until a certain date? Does your request include

1 payments made on opening balance transactions, regardless of date, or balances as of June
2 30, 2005?

3 **INTERROGATORY NO. 35:**

4 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

5 In addition, See General Note.


6

7 Dated: December 5, 2006

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By: 
M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

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VERIFICATION

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

I have read the foregoing RESPONSE TO INTERROGATORIES PROPOUNDED TO ALLEGED DEBTOR FRANCIS J. LOPEZ (SET ONE, Phase II) and know its contents.

I am a party to this action and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on December 2, 2006, at Destin, FL.

I declare under penalty of perjury under the laws of the State of California and the State of Florida that the foregoing is true and correct.

Francis Lopez

PROOF OF SERVICE

STATE OF CALIFORNIA

SOUTHERN DISTRICT

} ss.:

In re
Francis J. Lopez

Case No. 05-05926-PBINV

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 21800 Oxnard St. Suite 840, Woodland Hills, CA 91367.

On December 5, 2006 I served on interested parties in said action the within:
RESPONSE TO INTERROGATORIES PROPOUNDED TO ALLEGED DEBTOR FRA
by placing a true copy thereof in sealed envelope(s) addressed as stated below.

L. Scott Keehn
Sarah H. Lanham
530 B Street, Suite 2400
San Diego, CA 92101

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on December 5, 2006, at Woodland Hills, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

MJ Hayes

(Type or print name)



(Signature)

EXHIBIT 5

1 L. Scott Keehn (61691)
2 **KEEHN & ASSOCIATES**
3 A Professional Corporation
4 402 W. Broadway, Suite 1210
5 San Diego, California 92101
6 Telephone: (619) 400-2200
7
8 Attorneys for **Petitioning Creditors**

9 **UNITED STATES BANKRUPTCY COURT**
10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 In Re:	}	Case No. 05-05926-PBINV
12 FRANCIS J. LOPEZ		Involuntary Chapter 7
13 Alleged Debtor		FIRST PHASE II REQUEST FOR
14		PRODUCTION OF DOCUMENTS BY
15		PETITIONING CREDITORS.
16	}	[No Hearing Required]
17		Judge: Hon. Peter W. Bowie

18 PROPOUNDING PARTY: PETITIONING CREDITORS

19 RESPONDING PARTY: FRANCIS J. LOPEZ

20 SET NO.: ONE (1)/ PHASE II

21 TO FRANCIS J. LOPEZ AND HIS ATTORNEY OF RECORD:

22 **YOU ARE HEREBY REQUESTED BY THE PETITIONING CREDITORS**
23 **HEREIN ("PETITIONING CREDITORS") AND REQUIRED**, pursuant to Federal Rule of
24 Civil Procedure 34 (made applicable to this proceeding by Federal Rule of Bankruptcy Procedure
25 7034), to produce for inspection and copying the documents and/or tangible things identified
26 below, and are further required to serve a written response hereto within thirty (30) days after
27 service of this document. Petitioning Creditors requests that all responsive documents and/or
28 tangible things be produced for inspection and copying at a time and place mutually convenient for

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 - FACSIMILE (619) 400-2201

the parties and their counsel. In the alternative, Petitioning Creditors request that true and correct copies of the requested documents and/or tangible things be delivered to the offices of Keehn & Associates, APC, 402 West Broadway, Suite 1210, San Diego, California 92101 (Attn: L. Scott Keehn), and Petitioning Creditors hereby agree in advance to pay for the actual documented copying and mailing costs incurred.

DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes,

1 presentations, telegrams, telephone conversations and all other written, oral or electronic
2 transmission of information.

3 6. The term "CREDIT FACILITY" means every form of agreement, written or oral,
4 by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes,
5 without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

6 7. The term "DOCUMENT" means and includes all originals — and any copies that
7 differ in any way from the original — of any kind of written, typewritten, printed or recorded
8 material or computer files, DOCUMENTS or records whatsoever, regardless of the source or
9 author thereof, including, without limitation, any writing, filed for reporting or other purposes with
10 the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer
11 printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence,
12 telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports,
13 analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets,
14 logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts,
15 diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited
16 FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock
17 ledgers for all forms and types of securities, minutes of directors, shareholder or committee
18 meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices,
19 charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists,
20 deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates,
21 permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other
22 forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies,
23 extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or
24 not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28
25 U.S.C.A., and any copies of such material if you do not have control or possession of the original.

26 8. The term "FINANCIAL STATEMENT" means and refers to every form of
27 DOCUMENT, including, but not limited to a written report, which quantitatively describes the
28 financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet, a statement of cash flows, and a statement of equity.

9. The term "IDENTIFY" when used herein means to describe the requested information to the fullest extent possible, which would include, but is not limited to, furnishing such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT, or thing that may be in the possession of any PERSON identified in Your response to that interrogatory. Without limiting the generality of the foregoing:

A. When used in reference to a PERSON the definition includes, but is not limited to, a requirement to disclose the full legal name of the PERSON, all business or trade names known to have been used by the PERSON at any time, the address of the PERSON's residence (where they are a natural PERSON, or principal place of business if not), and all telephone numbers where the PERSON may be reached during usual daytime business hours;

B. When used with reference to a DOCUMENT or DOCUMENT the definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted, or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical location, and the name and address of the PERSON or PERSONS with custody of the DOCUMENT or DOCUMENT; and

C. When used with reference to a tangible thing, the definition includes, but is not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist) which identifies the thing, the address at which the thing is customarily is located, and the name and address of the PERSON or PERSONS who have custody or control of the thing.

D. When used with reference to an account maintained at a bank, credit union or similar financial institution includes, but is not limited to the duty to disclose the name and address of the institution, the account number (or numbers) and the dates during which the account was maintained.

10. The term the "INTERROGATORIES" means and refers to the "First Phase II Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

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11. The term "ON CREDIT" refers to any transaction or agreement where YOU or one of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

12. The term "PERSON" means any individual (natural PERSON), corporation, organization, association, partnership, limited partnership, limited liability company, firm, joint venture, trust, governmental body, agency, governing board, department or division, or any other entity.

13. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU or YOUR family with goods or services ON CREDIT, and includes without limitation a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion or diagnoses that are kept in the course of regularly conducted personal, household, or family activity.

14. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing, defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating, referring to, or dealing with.

15. The term "RELATIVE" means any individual related by affinity or consanguinity within the third degree of consanguinity or affinity as determined by common law or any individual in a step or adoptive relationship within such third degree.

16. The term the "REQUESTS FOR ADMISSION" means and refers to the "First Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently herewith.

17. The term the "RESIDENCE" means and refers to that single family dwelling commonly known as 310 Sand Myrtle Trail, Destin, Florida.

18. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

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19. The term "YOU OWED" when used in connection with a particular creditor means and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain as to liability or amount.

20. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include all payments that YOU personally made or caused to be made, and all payments that were made by any other person or entity.

INSTRUCTIONS

1. This document request covers all DOCUMENTS in YOUR possession, custody, or control and the possession, custody, and control of YOUR agents, relatives, employees, independent contractors, attorneys, accountants, or representatives, wherever located.

2. If YOU object to any request herein, YOU are required to state the precise basis for the objection. If YOU object to only part of a request, YOU are required to respond to those portions of a request to which YOU do not object and to state the precise reasons of the objection.

3. Each DOCUMENT is to be produced in the file in which such DOCUMENT has been maintained in the order within each file in which such DOCUMENT has been maintained.

4. If any DOCUMENT exists in the memory of a computer or other device used to record or store information digitally, electronically, magnetically, or otherwise, a hard copy of such DOCUMENT should be created and produced in response to this Document Request. If more than one copy of any such DOCUMENT exists, and if these copies are not identical (e.g., as a result of handwritten additions, notations, and the like), each copy is a separate DOCUMENT and should be separately produced.

5. If any DOCUMENT is responsive to more than one of the categories requested, it need only be produced in response to the first applicable category.

6. If any DOCUMENTS are withheld on grounds that they are protected from discovery by the attorney-client privilege, work product doctrine or otherwise, YOU are required to produce contemporaneously a list of such DOCUMENTS identifying the grounds for withholding them from production and describing the DOCUMENTS with sufficient specificity as

1 to permit the Court to rule upon the claim of privilege or protection from discovery which
2 description shall include:

3 (a) the name, business affiliation, business address, telephone number and
4 business capacity or title of the PERSON or PERSONS who prepared it and the PERSON
5 or PERSONS who signed it;

6 (b) the name, business affiliation, business address, telephone number, and
7 business capacity or title of each PERSON to whom it was addressed;

8 (c) the date the DOCUMENT was prepared;

9 (d) the date the DOCUMENT was received;

10 (e) the nature and substance of the DOCUMENT with sufficient particularity to
11 enable the same to be identified, including without limitation, the title, subject matter, and
12 number of pages; and

13 (f) the name, business affiliation, business address, and telephone number of
14 each PERSON who presently has possession, control, or custody of the original or a copy
15 of the DOCUMENT.

16 7. If any DOCUMENTS whose production is requested no longer exists or cannot be
17 located, YOU shall set forth in a written response a complete statement of all circumstances
18 surrounding the destruction, loss or disappearance of each such document, and such statement
19 shall also include: author(s), addressee(s), indicated or blind copy recipient(s), date, subject matter,
20 date of disposal, reason for disposal, PERSON authorizing the disposal, PERSON disposing of the
21 DOCUMENT, and the DOCUMENT's last known location.

22 8. As used herein, the conjunctions "and" and "or" shall not be interpreted to exclude
23 any information otherwise within the scope of this document request.

24 9. This Document Request is to be regarded as continuing pursuant to Federal Rule of
25 Civil Procedure 26(e), made applicable to this proceeding by Federal Rule of Bankruptcy
26 Procedure 7026. YOU are required to provide, by way of supplementary responses hereto, such
27 additional information as may be obtained by YOU or any PERSON acting on YOUR behalf that
28 will augment or modify YOUR answers given to the Document Request. Such supplementary

1 responses are to be served upon the undersigned counsel fo PETITIONING CREDITORS within
 2 twenty-one (21) days from discovery of the need for supplementation but not later than thirty (30)
 3 days before the date of the trial.

4 10. **Special Optional Response re Uncontested Creditors.** With respect to any of the
 5 categories requested that apply to a specific creditor, if YOU admit that as of June 30, 2005, YOU
 6 were not paying the obligations that YOU OWED to that creditor as they came due; then YOU
 7 may, but are not required to, satisfy YOUR obligations under this request by indicating by making
 8 the following written response to the relevant category (categories): "**Not applicable. The**
 9 **Alleged Debtor admits that as of June 30, 2005, he was not paying his obligations owed to the**
 10 **subject creditor as they came due.**"; and YOUR written response is verified under penalty of
 11 perjury. YOUR obligation to produce documents pursuant to this request is not affected in any
 12 way with respect to any category as to which the special response is not made.

13 11. YOUR written response to each category shall first IDENTIFY and quote the
 14 category in full. Upon request, YOU will be electronically provided with a copy of these requests
 15 in their Word Perfect form to facilitate your compliance with this requirement.

16 **DOCUMENTS REQUEST**

17 **Category No. 1.:**

18 Any and all documents that memorialize, reflect, or refer to the mortgage to Lehman
 19 Brothers Bank, secured by the Residence.

20 **Category No. 2.:**

21 Any and all documents that memorialize, reflect, or refer to any and all payments to
 22 Lehman Brothers Bank at any time from January 1, 2005, through July 31, 2005.

23 **Category No. 3.:**

24 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
 25 Lehman Brothers Bank on any account, at any time from January 1, 2005, to July 31, 2005.

26 **Category No. 4.:**

27 Any and all documents that memorialize, relate, or refer to any payments that YOU made
 28 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Lehman

1 Brothers Bank on any account.

2 Category No. 5.:

3 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
4 Frederick Lopez on any account, including, but not limited to, at any time from January 1, 2005, to
5 July 31, 2005.

6 Category No. 6.:

7 Any and all documents that memorialize, relate, or refer to any payments that YOU made
8 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
9 Frederick Lopez on any account.

10 Category No. 7.:

11 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
12 Allstate Floridian on any account, at any time from January 1, 2005, to July 31, 2005.

13 Category No. 8.:

14 Any and all documents that memorialize, reflect, or refer to any and all payments to
15 Allstate Floridian at any time from January 1, 2005, through July 31, 2005.

16 Category No. 9.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 American Express on any account, including, but not limited to, account number
19 378394802283007, at any time from January 1, 2005, to July 31, 2005.

20 Category No. 10.:

21 Any and all documents that memorialize, relate, or refer to any payments that YOU made
22 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
23 American Express on any account, including, but not limited to, account number
24 378394802283007.

25 Category No. 11.:

26 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
27 American Home Shield on any account, at any time from January 1, 2005, to July 31, 2005.

28 ///

1 Category No. 12.:

2 Any and all documents that memorialize, relate, or refer to any payments that YOU made
3 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
4 American Home Shield on any account.

5 Category No. 13.:

6 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
7 Bank of America on any account, at any time from January 1, 2005, to July 31, 2005.

8 Category No. 14.:

9 Any and all documents that memorialize, relate, or refer to any payments that YOU made
10 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Bank of
11 America on any account.

12 Category No. 15.:

13 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
14 Bank Card Services on any account, at any time from January 1, 2005, to July 31, 2005.

15 Category No. 16.:

16 Any and all documents that memorialize, relate, or refer to any payments that YOU made
17 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Bank
18 Card Services on any account.

19 Category No. 17.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Cingular on any account, at any time from January 1, 2005, to July 31, 2005.

22 Category No. 18.:

23 Any and all documents that memorialize, relate, or refer to any payments that YOU made
24 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
25 Cingular on any account.

26 Category No. 19.:

27 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
28 Citicard on any account, at any time from January 1, 2005, to July 31, 2005.

1 Category No. 20.:

2 Any and all documents that memorialize, relate, or refer to any payments that YOU made
3 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Citicard
4 on any account.

5 Category No. 21.:

6 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
7 Coastal Community Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

8 Category No. 22.:

9 Any and all documents that memorialize, relate, or refer to any payments that YOU made
10 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Coastal
11 Community Insurance on any account.

12 Category No. 23.:

13 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
14 Cox Communications on any account, at any time from January 1, 2005, to July 31, 2005.

15 Category No. 24.:

16 Any and all documents that memorialize, relate, or refer to any payments that YOU made
17 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Cox
18 Communications on any account.

19 Category No. 25.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Fort Walton Beach Medical Center on any account, at any time from January 1, 2005, to July 31,
22 2005.

23 Category No. 26.:

24 Any and all documents that memorialize, relate, or refer to any payments that YOU made
25 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Fort
26 Walton Beach Medical Center on any account.

27 Category No. 27.:

28 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to

1 Household Bank on any account, at any time from January 1, 2005, to July 31, 2005.

2 Category No. 28.:

3 Any and all documents that memorialize, relate, or refer to any payments that YOU made
4 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
5 Household Bank on any account.

6 Category No. 29.:

7 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
8 Kelley Plantation Owner's Association on any account, at any time from January 1, 2005, to July
9 31, 2005.

10 Category No. 30.:

11 Any and all documents that memorialize, relate, or refer to any payments that YOU made
12 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Kelley
13 Plantation Owner's Association on any account.

14 Category No. 31.:

15 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
16 Northwest Florida Daily News on any account, at any time from January 1, 2005, to July 31, 2005.

17 Category No. 32.:

18 Any and all documents that memorialize, relate, or refer to any payments that YOU made
19 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
20 Northwest Florida Daily News on any account.

21 Category No. 33.:

22 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
23 Okaloosa Gas District on any account, at any time from January 1, 2005, to July 31, 2005.

24 Category No. 34.:

25 Any and all documents that memorialize, relate, or refer to any payments that YOU made
26 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
27 Okaloosa Gas District on any account.

28 ///

1 Category No. 35.:

2 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
3 Progressive Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

4 Category No. 36.:

5 Any and all documents that memorialize, relate, or refer to any payments that YOU made
6 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
7 Progressive Insurance on any account.

8 Category No. 37.:

9 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
10 Citibank-Quicken Platinum Card on any account, at any time from January 1, 2005, to July 31,
11 2005.

12 Category No. 38.:

13 Any and all documents that memorialize, relate, or refer to any payments that YOU made
14 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
15 Citibank-Quicken Platinum Card on any account.

16 Category No. 39.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 Texaco on any account, at any time from January 1, 2005, to July 31, 2005.

19 Category No. 40.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Valley forge Life Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

22 Category No. 41.:

23 Any and all documents that memorialize, relate, or refer to any payments that YOU made
24 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Valley
25 Forge Life Insurance on any account.

26 Category No. 42.:

27 Any and all documents that memorialize, relate, or refer to any payments that YOU made
28 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Texaco

1 on any account.

2 Category No. 43.:

3 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
4 Verizon on any account, at any time from January 1, 2005, to July 31, 2005.

5 Category No. 44.:

6 Any and all documents that memorialize, relate, or refer to any payments that YOU made
7 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Verizon
8 on any account.

9 Category No. 45.:

10 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
11 Wayne Wise on any account, at any time from January 1, 2005, to July 31, 2005.

12 Category No. 46.:

13 Any and all documents that memorialize, relate, or refer to any payments that YOU made
14 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Wayne
15 Wise on any account.

16 Category No. 47.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 Union Bank of California on any account, at any time from January 1, 2005, to July 31, 2005.

19 Category No. 48.:

20 Any and all documents that memorialize, relate, or refer to any payments that YOU made
21 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Union
22 Bank of California on any account.

23 Category No. 49.:

24 Any and all documents that memorialize, relate, or refer to any settlement agreement made
25 between YOU on the one hand, and Union Bank of California on the other hand, to settle claims
26 held by Union Bank of California against YOU.

27 Category No. 50.:

28 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to

1 attorney Jeffrey (Jeff) Smith on any account, at any time from January 1, 2005, to July 31, 2005.

2 Category No. 51.:

3 Any and all documents that memorialize, relate, or refer to any payments that YOU made
4 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to attorney
5 Jeffrey (Jeff) Smith on any account.

6 Category No. 52.:

7 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
8 attorney Thomas B. Gorrill on any account, at any time from January 1, 2005, to July 31, 2005.

9 Category No. 53.:

10 Any and all documents that memorialize, relate, or refer to any payments that YOU made
11 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to attorney
12 Thomas B. Gorrill on any account.

13 Category No. 54.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
15 between January 1, 2005, and the date of YOUR response, by or on behalf of American Express.

16 Category No. 55.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
18 between January 1, 2005, and the date of YOUR response, to American Express.

19 Category No. 56.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
21 between January 1, 2005, and the date of YOUR response, by or on behalf of Lehman Brothers Bank.

22 Category No. 57.:

23 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
24 between January 1, 2005, and the date of YOUR response, to Lehman Brothers Bank.

25 Category No. 58.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
27 between January 1, 2005, and the date of YOUR response, by or on behalf of Frederick Lopez.

28 ///

1 Category No. 59.:

2 documents reflecting any and all COMMUNICATIONS sent by YOU at any time between
3 January 1, 2005, and the date of YOUR response, to Frederick Lopez.

4 Category No. 60.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
6 between January 1, 2005, and the date of YOUR response, by or on behalf of Allstate Floridian.

7 Category No. 61.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
9 between January 1, 2005, and the date of YOUR response, to Allstate Floridian.

10 Category No. 62.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
12 between January 1, 2005, and the date of YOUR response, by or on behalf of American Home Shield.

13 Category No. 63.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
15 between January 1, 2005, and the date of YOUR response, to American Home Shield.

16 Category No. 64.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
18 between January 1, 2005, and the date of YOUR response, by or on behalf of Bank of America.

19 Category No. 65.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time between
21 January 1, 2005, and the date of YOUR response, to Bank of America.

22 Category No. 66.:

23 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
24 between January 1, 2005, and the date of YOUR response, by or on behalf of Bank Card Services

25 Category No. 67.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
27 between January 1, 2005, and the date of YOUR response, to Bank Card Services.

28 ///

1 Category No. 68.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
3 between January 1, 2005, and the date of YOUR response, by or on behalf of Cingular.

4 Category No. 69.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
6 between January 1, 2005, and the date of YOUR response, to Cingular.

7 Category No. 70.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
9 between January 1, 2005, and the date of YOUR response, by or on behalf of Citicard.

10 Category No. 71.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
12 between January 1, 2005, and the date of YOUR response, to Citicard.

13 Category No. 72.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
15 between January 1, 2005, and the date of YOUR response, by or on behalf of Coastal Community
16 Insurance.

17 Category No. 73.:

18 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
19 between January 1, 2005, and the date of YOUR response, to Coastal Community Insurance.

20 Category No. 74.:

21 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
22 between January 1, 2005, and the date of YOUR response, by or on behalf of Cox
23 COMMUNICATIONS.

24 Category No. 75.:

25 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
26 between January 1, 2005, and the date of YOUR response, to Cox COMMUNICATIONS.

27 Category No. 76.:

28 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time

1 between January 1, 2005, and the date of YOUR response, by or on behalf of Fort Walton Beach
2 Medical Center.

3 Category No. 77.:

4 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
5 between January 1, 2005, and the date of YOUR response, to Fort Walton Beach Medical Center.

6 Category No. 78.:

7 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
8 between January 1, 2005, and the date of YOUR response, by or on behalf of Household Bank.

9 Category No. 79.:

10 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
11 between January 1, 2005, and the date of YOUR response, to Household Bank.

12 Category No. 80.:

13 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
14 between January 1, 2005, and the date of YOUR response, by or on behalf of Kelley Plantation
15 Owner's Association.

16 Category No. 81.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
18 between January 1, 2005, and the date of YOUR response, to Kelley Plantation Owner's Association.

19 Category No. 82.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
21 between January 1, 2005, and the date of YOUR response, by or on behalf of Northwest Florida Daily
22 News.

23 Category No. 83.:

24 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
25 between January 1, 2005, and the date of YOUR response, to Northwest Florida Daily News.

26 Category No. 84.:

27 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
28 between January 1, 2005, and the date of YOUR response, by or on behalf of Okaloosa Gas District.

1 Category No. 85.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
3 between January 1, 2005, and the date of YOUR response, to Okaloosa Gas District.

4 Category No. 86.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
6 between January 1, 2005, and the date of YOUR response, by or on behalf of Progressive Insurance.

7 Category No. 87.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
9 between January 1, 2005, and the date of YOUR response, to Progressive Insurance.

10 Category No. 88.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
12 between January 1, 2005, and the date of YOUR response, by or on behalf of Citibank/Quicken
13 Platinum Card.

14 Category No. 89.:

15 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
16 between January 1, 2005, and the date of YOUR response, to Citibank/Quicken Platinum Card.

17 Category No. 90.:

18 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
19 between January 1, 2005, and the date of YOUR response, by or on behalf of Texaco.

20 Category No. 91.:

21 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
22 between January 1, 2005, and the date of YOUR response, to Texaco.

23 Category No. 92.:

24 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
25 between January 1, 2005, and the date of YOUR response, by or on behalf of Valley Forge Life
26 Insurance.

27 Category No. 93.:

28 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time

1 between January 1, 2005, and the date of YOUR response, to Valley Forge Life Insurance.

2 Category No. 94.:

3 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
4 between January 1, 2005, and the date of YOUR response, by or on behalf of Verizon.

5 Category No. 95.:

6 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
7 between January 1, 2005, and the date of YOUR response, to Verizon.

8 Category No. 96.:

9 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
10 between January 1, 2005, and the date of YOUR response, by or on behalf of Wayne Wise.

11 Category No. 97.:

12 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
13 between January 1, 2005, and the date of YOUR response, to Wayne Wise.

14 Category No. 98.:

15 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
16 between January 1, 2005, and the date of YOUR response, by or on behalf of Union Bank of
17 California.

18 Category No. 99.:

19 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
20 between January 1, 2005, and the date of YOUR response, to Union Bank of California.

21 Category No. 100.:

22 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
23 between January 1, 2005, and the date of YOUR response, by or on behalf of attorney Jeffrey (Jeff)
24 Smith.

25 Category No. 101.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
27 between January 1, 2005, and the date of YOUR response, to Jeffrey (Jeff) Smith.

28 ///

1 Category No. 102.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
3 between January 1, 2005, and the date of YOUR response, by or on behalf of attorney Thomas B.
4 Gorrill.

5 Category No. 103.:

6 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
7 between January 1, 2005, and the date of YOUR response, to attorney Thomas B. Gorrill.

8 Category No. 104.:

9 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
10 memorialize or are related to obligations that YOU OWED to Lehman Brothers Bank at any time from
11 January 1, 2005, to July 31, 2005.

12 Category No. 105.:

13 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
14 or refer obligations YOU OWED to Lehman Brothers Bank at any time from January 1, 2005, to July
15 31, 2005.

16 Category No. 106.:

17 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
18 memorialize or are related to obligations that YOU OWED to Frederick Lopez at any time from
19 January 1, 2005, to July 31, 2005.

20 Category No. 107.:

21 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
22 or refer obligations YOU OWED to Frederick Lopez at any time from January 1, 2005, to July 31,
23 2005.

24 Category No. 108.:

25 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
26 memorialize or are related to obligations that YOU OWED to Allstate Floridian at any time from
27 January 1, 2005, to July 31, 2005.

28 ///

1 Category No. 109.:

2 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
3 or refer obligations YOU OWED to Allstate Floridian at any time from January 1, 2005, to July 31,
4 2005.

5 Category No. 110.:

6 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
7 memorialize or are related to obligations that YOU OWED to American Express at any time from
8 January 1, 2005, to July 31, 2005.

9 Category No. 111.:

10 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
11 or refer obligations YOU OWED to American Express at any time from January 1, 2005, to July 31,
12 2005.

13 Category No. 112.:

14 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
15 memorialize or are related to obligations that YOU OWED to American Home Shield at any time
16 from January 1, 2005, to July 31, 2005.

17 Category No. 113.:

18 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
19 or refer obligations YOU OWED to American Home Shield at any time from January 1, 2005, to July
20 31, 2005.

21 Category No. 114.:

22 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
23 memorialize or are related to obligations that YOU OWED to Bank of America at any time from
24 January 1, 2005, to July 31, 2005.

25 Category No. 115.:

26 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
27 or refer obligations YOU OWED to Bank of America at any time from January 1, 2005, to July 31,
28 2005.

1 Category No. 116.:

2 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
3 memorialize or are related to obligations that YOU OWED to Bank Card Services at any time from
4 January 1, 2005, to July 31, 2005.

5 Category No. 117.:

6 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
7 or refer obligations YOU OWED to Bank Card Services at any time from January 1, 2005, to July 31,
8 2005.

9 Category No. 118.:

10 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
11 memorialize or are related to obligations that YOU OWED to Cingular at any time from January 1,
12 2005, to July 31, 2005.

13 Category No. 119.:

14 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
15 or refer obligations YOU OWED to Cingular at any time from January 1, 2005, to July 31, 2005.

16 Category No. 120.:

17 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
18 memorialize or are related to obligations that YOU OWED to Citicard at any time from January 1,
19 2005, to July 31, 2005.

20 Category No. 121.:

21 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
22 or refer obligations YOU OWED to Citicard at any time from January 1, 2005, to July 31, 2005.

23 Category No. 122.:

24 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
25 memorialize or are related to obligations that YOU OWED to Coastal Community Insurance at any
26 time from January 1, 2005, to July 31, 2005.

27 Category No. 123.:

28 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize

1 or refer obligations YOU OWED to Coastal Community Insurance at any time from January 1, 2005,
2 to July 31, 2005.

3 Category No. 124.:

4 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
5 memorialize or are related to obligations that YOU OWED to Cox Communications at any time from
6 January 1, 2005, to July 31, 2005.

7 Category No. 125.:

8 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
9 or refer obligations YOU OWED to Cox Communications at any time from January 1, 2005, to July
10 31, 2005.

11 Category No. 126.:

12 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
13 memorialize or are related to obligations that YOU OWED to Ft. Walton Beach Medical Center at any
14 time from January 1, 2005, to July 31, 2005.

15 Category No. 127.:

16 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
17 or refer obligations YOU OWED to Ft. Walton Beach Medical Center at any time from January 1,
18 2005, to July 31, 2005.

19 Category No. 128.:

20 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
21 memorialize or are related to obligations that YOU OWED to Household Bank at any time from
22 January 1, 2005, to July 31, 2005.

23 Category No. 129.:

24 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
25 or refer obligations YOU OWED to Household Bank at any time from January 1, 2005, to July 31,
26 2005.

27 Category No. 130.:

28 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that

1 memorialize or are related to obligations that YOU OWED to Kelly Plantation Owners Association
2 at any time from January 1, 2005, to July 31, 2005.

3 Category No. 131.:

4 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
5 or refer obligations YOU OWED to Kelly Plantation Owners Association at any time from January
6 1, 2005, to July 31, 2005.

7 Category No. 132.:

8 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
9 memorialize or are related to obligations that YOU OWED to Northwest Florida Daily News at any
10 time from January 1, 2005, to July 31, 2005.

11 Category No. 133.:

12 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
13 or refer obligations YOU OWED to Northwest Florida Daily News at any time from January 1, 2005,
14 to July 31, 2005.

15 Category No. 134.:

16 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
17 memorialize or are related to obligations that YOU OWED to Okaloosa Gas District at any time from
18 January 1, 2005, to July 31, 2005.

19 Category No. 135.:

20 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
21 or refer obligations YOU OWED to Okaloosa Gas District at any time from January 1, 2005, to July
22 31, 2005.

23 Category No. 136.:

24 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
25 memorialize or are related to obligations that YOU OWED to Progressive Insurance at any time from
26 January 1, 2005, to July 31, 2005.

27 Category No. 137.:

28 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize

1 or refer obligations YOU OWED to Progressive Insurance at any time from January 1, 2005, to July
2 31, 2005.

3 Category No. 138.:

4 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
5 memorialize or are related to obligations that YOU OWED to Citibank/Quicken Platinum Card at any
6 time from January 1, 2005, to July 31, 2005.

7 Category No. 139.:

8 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
9 or refer obligations YOU OWED to Citibank/Quicken Platinum Card at any time from January 1,
10 2005, to July 31, 2005.

11 Category No. 140.:

12 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
13 memorialize or are related to obligations that YOU OWED to Texaco at any time from January 1,
14 2005, to July 31, 2005.

15 Category No. 141.:

16 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
17 or refer obligations YOU OWED to Texaco at any time from January 1, 2005, to July 31, 2005.

18 Category No. 142.:

19 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
20 memorialize or are related to obligations that YOU OWED to Valley Forge Life Insurance at any time
21 from January 1, 2005, to July 31, 2005.

22 Category No. 143.:

23 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
24 or refer obligations YOU OWED to Valley Forge Life Insurance at any time from January 1, 2005,
25 to July 31, 2005.

26 Category No. 144.:

27 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
28 memorialize or are related to obligations that YOU OWED to Verizon at any time from January 1,

1 2005, to July 31, 2005.

2 Category No. 145.:

3 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
4 or refer obligations YOU OWED to Verizon at any time from January 1, 2005, to July 31, 2005.

5 Category No. 146.:

6 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
7 memorialize or are related to obligations that YOU OWED to Wayne Wise at any time from January
8 1, 2005, to July 31, 2005.

9 Category No. 147.:

10 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
11 or refer obligations YOU OWED to Wayne Wise at any time from January 1, 2005, to July 31, 2005.

12 Category No. 148.:

13 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
14 memorialize or are related to obligations that YOU OWED to Union Bank of California at any time
15 from January 1, 2005, to July 31, 2005.

16 Category No. 149.:

17 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
18 or refer obligations YOU OWED to Union Bank of California at any time from January 1, 2005, to
19 July 31, 2005.

20 Category No. 150.:

21 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
22 memorialize or are related to obligations that YOU OWED to attorney Jeffrey (Jeff) Smith at any time
23 from January 1, 2005, to July 31, 2005.

24 Category No. 151.:

25 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
26 or refer obligations YOU OWED to attorney Jeffrey (Jeff) Smith at any time from January 1, 2005,
27 to July 31, 2005.

28 ///

1 Category No. 152.:

2 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
3 memorialize or are related to obligations that YOU OWED to attorney Thomas B. Gorrill at any time
4 from January 1, 2005, to July 31, 2005.

5 Category No. 153.:

6 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
7 or refer obligations YOU OWED to attorney Thomas B. Gorrill at any time from January 1, 2005, to
8 July 31, 2005.

9 Category No. 154.:

10 Any and all DOCUMENTS that are identified or referred to in any of your responses to the
11 INTERROGATORIES.

12 Category No. 155.:

13 Any and all DOCUMENTS that are identified or referred to in any of your responses to the REQUEST
14 FOR ADMISSION.

15 Category No. 156.:

16 Any and all bank statements, statement of account, or similar DOCUMENTS, with respect to
17 the status of any ACCOUNT identified in your responses to any of the INTERROGATORIES, that
18 reflect activity or status of such accounts at any time from January 1, 2005, through July 31, 2005.

19 Category No. 157.:

20 Any and all bank statements, statement of account, or similar DOCUMENTS, with respect to
21 the status of any ACCOUNT identified in your responses to any of the REQUEST FOR ADMISSION,
22 that reflect activity or status of such accounts at any time from January 1, 2005, through July 31, 2005.

23 Category No. 158.:

24 Copies of any and all checks written on any of the ACCOUNTS identified or referred to in any
25 of your responses to the INTERROGATORIES, that are dated at any time from January 1, 2005,
26 through July 31, 2005.

27 Category No. 159.:

28 Copies of any and all checks written on any of the ACCOUNTS identified or referred to in any

1 of your responses to the INTERROGATORIES, that are dated at any time from January 1, 2005,
2 through July 31, 2005.

3 Category No. 160.:

4 Any and all FINANCIAL STATEMENTS that purport to reflect either your financial
5 condition, or the results of income received and expenses paid during any period which includes
6 January 1, 2005.

7 Category No. 161.:

8 Any and all DOCUMENTS that are part of any loan application that YOU made, or signed and
9 delivered to any PERSON or entity at any time from January 1, 2005, through July 31, 2005.

10 Category No. 162.:

11 Any and all DOCUMENTS that memorialize, RELATE TO or REFER TO any civil,
12 administrative, or criminal proceedings pending before any tribunal, arbitrator, or mediator at any
13 time between January 1, 2005, and July 31, 2005.

14
15 Dated: 11-3-06

16 **KEEHN & ASSOCIATES**
17 A Professional Corporation

18 By: 

19 L. Scott Keehn
20 Attorneys for Petitioning Creditors
21
22
23
24
25
26
27
28

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

EXHIBIT 6

1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office M. Jonathan Hayes**
21800 Oxnard St, Suite 840
3 Woodland Hills, California 91367
Telephone: (818) 710-3656
4 Facsimile: (818) 710-3659
jhayes@polarisnet.net

5 **Attorneys for Alleged Debtor**
Francis J. Lopez

6
7 **UNITED STATES BANKRUPTCY COURT**
8 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
9

10 **In re:**

11 **FRANCIS J. LOPEZ,**

12
13 **Alleged Debtor.**

) **CASE NO.: 05-05926-PBINV**

) **Involuntary Chapter 7**

) **RESPONSE TO REQUEST FOR**
) **PRODUCTION OF DOCUMENTS**

) **JUDGE: Hon. Peter W. Bowie**
) **DEPT.: 4**

14
15
16
17
18
19
20 **PROPOUNDING PARTY: Petitioning Creditors**

21 **RESPONDING PARTY: Alleged Debtor Francis J. Lopez**

22 **SET NO.: ONE (1) / Phase II**

23
24 **Response to Request for Production of Documents**
25
26
27
28

1 CATEGORY NO. 1:

2 || OBJECT.

3 CATEGORY NO. 2:

4 OBJECT.

5 CATEGORY NO. 3:

6 || NOT APPLICABLE.

7 CATEGORY NO. 4:

8 | NOT APPLICABLE.

9 CATEGORY NO. 5:

10 I will provide the requested documents, to the extent that they are in my possession or can
11 be readily obtained.

12 **CATEGORY NO. 6:**

13 I will provide the requested documents, to the extent that they are in my possession or can
14 be readily obtained.

15 CATEGORY NO. 7:

16 I will provide the requested documents, to the extent that they are in my possession or can
17 be readily obtained.

18 **CATEGORY NO. 8:**

19 I will provide the requested documents, to the extent that they are in my possession or can
20 be readily obtained.

21 **CATEGORY NO. 9:**

22 | Already provided.

23 **CATEGORY NO. 10:**

24 | Already provided.

25 **CATEGORY NO. 11:**

26 | Already provided.

1 **CATEGORY NO. 12:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **CATEGORY NO. 13:**

5 Already provided.

6 **CATEGORY NO. 14:**

7 I will provide the requested documents, to the extent that they are in my possession or can
8 be readily obtained.

9 **CATEGORY NO. 15:**

10 I will provide the requested documents, to the extent that they are in my possession or can
11 be readily obtained.

12 **CATEGORY NO. 16:**

13 I will provide the requested documents, to the extent that they are in my possession or can
14 be readily obtained.

15 **CATEGORY NO. 17:**

16 I will provide the requested documents, to the extent that they are in my possession or can
17 be readily obtained.

18 **CATEGORY NO. 18:**

19 I will provide the requested documents, to the extent that they are in my possession or can
20 be readily obtained.

21 **CATEGORY NO. 19:**

22 I will provide the requested documents, to the extent that they are in my possession or can
23 be readily obtained.

24 **CATEGORY NO. 20:**

25 I will provide the requested documents, to the extent that they are in my possession or can
26 be readily obtained.

27

28

1 **CATEGORY NO. 21:**

2 Already provided.

3 **CATEGORY NO. 22:**

4 Already provided.

5 **CATEGORY NO. 23:**

6 I will provide the requested documents, to the extent that they are in my possession or can
7 be readily obtained.

8 **CATEGORY NO. 24:**

9 I will provide the requested documents, to the extent that they are in my possession or can
10 be readily obtained.

11 **CATEGORY NO. 25:**

12 I will provide the requested documents, to the extent that they are in my possession or can
13 be readily obtained.

14 **CATEGORY NO. 26:**

15 I will provide the requested documents, to the extent that they are in my possession or can
16 be readily obtained.

17 **CATEGORY NO. 27:**

18 I will provide the requested documents, to the extent that they are in my possession or can
19 be readily obtained.

20 **CATEGORY NO. 28:**

21 I will provide the requested documents, to the extent that they are in my possession or can
22 be readily obtained.

23 **CATEGORY NO. 29:**

24 Already provided.

25 **CATEGORY NO. 30:**

26 Already provided.

27

28

1 **CATEGORY NO. 31:**

2 Already provided.

3 **CATEGORY NO. 32:**

4 Already provided.

5 **CATEGORY NO. 33:**

6 Already provided.

7 **CATEGORY NO. 34:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **CATEGORY NO. 35:**

11 I will provide the requested documents, to the extent that they are in my possession or can
12 be readily obtained.

13 **Category No. 36:**

14 I will provide the requested documents, to the extent that they are in my possession or can
15 be readily obtained.

16 **Category No. 37:**

17 I will provide the requested documents, to the extent that they are in my possession or can
18 be readily obtained.

19 **Category No. 38:**

20 I will provide the requested documents, to the extent that they are in my possession or can
21 be readily obtained.

22 **Category No. 39:**

23 I will provide the requested documents, to the extent that they are in my possession or can
24 be readily obtained.

25 **Category No. 40:**

26 Already provided.

27 **Category No. 41:**

28 Already provided.

1 **Category No. 42:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 43:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 44:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 45:**

11 Already provided.

12 **Category No. 46:**

13 Already provided.

14 **Category No. 47:**

15 I will provide the requested documents, to the extent that they are in my possession or can
16 be readily obtained.

17 **Category No. 48:**

18 I will provide the requested documents, to the extent that they are in my possession or can
19 be readily obtained.

20 **Category No. 49:**

21 I will provide the requested documents to the extent that they are in my possession or can
22 be readily obtained, provided that the documents requested are not of a private or
23 privileged nature.

24 **Category No. 50:**

25 I will provide the requested documents to the extent that they are in my possession or can
26 be readily obtained, provided that the documents requested are not of a private or
27 privileged nature.

28

1 **Category No. 51:**

2 I will provide the requested documents to the extent that they are in my possession or can
3 be readily obtained, provided that the documents requested are not of a private or
4 privileged nature.

5 **Category No. 52:**

6 I will provide the requested documents to the extent that they are in my possession or can
7 be readily obtained, provided that the documents requested are not of a private or
8 privileged nature.

9 **Category No. 53:**

10 I will provide the requested documents to the extent that they are in my possession or can
11 be readily obtained, provided that the documents requested are not of a private or
12 privileged nature.

13 **Category No. 54:**

14 I will provide the requested documents to the extent that they are in my possession or can
15 be readily obtained, provided that the documents requested are not of a private or
16 privileged nature.

17 **Category No. 55:**

18 I will provide the requested documents, to the extent that they are in my possession or can
19 be readily obtained.

20 **Category No. 56:**

21 No documents in my possession.

22 **Category No. 57:**

23 No documents in my possession.

24 **Category No. 58:**

25 No documents in my possession.

26 **Category No. 59:**

27 No documents in my possession.

28

1 Category No. 60:

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 Category No. 61:

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 62:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 63:**

11 I will provide the requested documents, to the extent that they are in my possession or can
12 be readily obtained.

13 **Category No. 64:**

14 I will provide the requested documents, to the extent that they are in my possession or can
15 be readily obtained.

16 **Category No. 65:**

17 I will provide the requested documents, to the extent that they are in my possession or can
18 be readily obtained.

19 **Category No. 66:**

20 I will provide the requested documents, to the extent that they are in my possession or can
21 be readily obtained.

22 Category No. 67:

23 I will provide the requested documents, to the extent that they are in my possession or can
24 be readily obtained.

25 **Category No. 68:**

26 I will provide the requested documents, to the extent that they are in my possession or can
27 be readily obtained.

28

1 **Category No. 69:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 70:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 71:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 72:**

11 I will provide the requested documents, to the extent that they are in my possession or can
12 be readily obtained.

13 **Category No. 73:**

14 I will provide the requested documents, to the extent that they are in my possession or can
15 be readily obtained.

16 **Category No. 74:**

17 I will provide the requested documents, to the extent that they are in my possession or can
18 be readily obtained.

19 **Category No. 75:**

20 I will provide the requested documents, to the extent that they are in my possession or can
21 be readily obtained.

22 **Category No. 76:**

23 Will provide to the extent that the documents do not contain personal medical information.

24 **Category No. 77:**

25 Will provide to the extent that the documents do not contain personal medical information.

26 **Category No. 78:**

27 I will provide the requested documents, to the extent that they are in my possession or can
28 be readily obtained.

1 **Category No. 79:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 80:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 81:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 82:**

11 I will provide the requested documents, to the extent that they are in my possession or can
12 be readily obtained.

13 **Category No. 83:**

14 I will provide the requested documents, to the extent that they are in my possession or can
15 be readily obtained.

16 **Category No. 84:**

17 I will provide the requested documents, to the extent that they are in my possession or can
18 be readily obtained.

19 **Category No. 85:**

20 I will provide the requested documents, to the extent that they are in my possession or can
21 be readily obtained.

22 **Category No. 86:**

23 I will provide the requested documents, to the extent that they are in my possession or can
24 be readily obtained.

25 **Category No. 87:**

26 I will provide the requested documents, to the extent that they are in my possession or can
27 be readily obtained.

28

1 **Category No. 88:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 89:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 90:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 91:**

11 I will provide the requested documents, to the extent that they are in my possession or can
12 be readily obtained.

13 **Category No. 92:**

14 I will provide the requested documents to the extent that they are in my possession or can
15 be readily obtained, provided that the documents requested are not of a private or
16 privileged nature.

17 **Category No. 93:**

18 I will provide the requested documents to the extent that they are in my possession or can
19 be readily obtained, provided that the documents requested are not of a private or
20 privileged nature.

21 **Category No. 94:**

22 I will provide the requested documents to the extent that they are in my possession or can
23 be readily obtained, provided that the documents requested are not of a private or
24 privileged nature.

25 **Category No. 95:**

26 I will provide the requested documents to the extent that they are in my possession or can
27 be readily obtained, provided that the documents requested are not of a private or
28 privileged nature.

1 **Category No. 96:**

2 None that I am aware of.

3 **Category No. 97:**

4 None that I am aware of.

5 **Category No. 98:**

6 I will provide the requested documents, to the extent that they are in my possession or can
7 be readily obtained.

8 **Category No. 99:**

9 I will provide the requested documents, to the extent that they are in my possession or can
10 be readily obtained.

11 **Category No. 100:**

12 I will provide the requested documents to the extent that they are in my possession or can
13 be readily obtained, provided that the documents requested are not of a private or
14 privileged nature.

15 **Category No. 101:**

16 I will provide the requested documents to the extent that they are in my possession or can
17 be readily obtained, provided that the documents requested are not of a private or
18 privileged nature.

19 **Category No. 102:**

20 I will provide the requested documents to the extent that they are in my possession or can
21 be readily obtained, provided that the documents requested are not of a private or
22 privileged nature.

23 **Category No. 103:**

24 I will provide the requested documents to the extent that they are in my possession or can
25 be readily obtained, provided that the documents requested are not of a private or
26 privileged nature.

27 **Category No. 104:**

28 Not applicable.

1 **Category No. 105:**

2 Not applicable.

3 **Category No. 106:**

4 I will provide the requested documents to the extent that they are in my possession or can
5 be readily obtained, provided that the documents requested are not of a private or
6 privileged nature.

7 **Category No. 107:**

8 I will provide the requested documents to the extent that they are in my possession or can
9 be readily obtained, provided that the documents requested are not of a private or
10 privileged nature.

11 **Category No. 108:**

12 I will provide the requested documents, to the extent that they are in my possession or can
13 be readily obtained.

14 **Category No. 109:**

15 I will provide the requested documents, to the extent that they are in my possession or can
16 be readily obtained.

17 **Category No. 110:**

18 I will provide the requested documents, to the extent that they are in my possession or can
19 be readily obtained.

20 **Category No. 111:**

21 I will provide the requested documents, to the extent that they are in my possession or can
22 be readily obtained.

23 **Category No. 112:**

24 Already provided.

25 **Category No. 113:**

26 Already provided.

27

28

1 **Category No. 114:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 115:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 116:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 117:**

11 I will provide the requested documents, to the extent that they are in my possession or can
12 be readily obtained.

13 **Category No. 118:**

14 I will provide the requested documents to the extent that they are in my possession or can
15 be readily obtained, provided that the documents requested are not of a private or
16 privileged nature.

17 **Category No. 119:**

18 I will provide the requested documents, to the extent that they are in my possession or can
19 be readily obtained.

20 **Category No. 120:**

21 I will provide the requested documents, to the extent that they are in my possession or can
22 be readily obtained.

23 **Category No. 121:**

24 I will provide the requested documents, to the extent that they are in my possession or can
25 be readily obtained.

26 **Category No. 122:**

27 I will provide the requested documents, to the extent that they are in my possession or can
28 be readily obtained.

1 **Category No. 123:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 124:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 125:**

8 I will provide the requested documents, to the extent that they are in my possession or can
9 be readily obtained.

10 **Category No. 126:**

11 I will provide the requested documents to the extent that they are in my possession or can
12 be readily obtained, provided that the documents requested are not of a private or
13 privileged nature.

14 **Category No. 127:**

15 I will provide the requested documents to the extent that they are in my possession or can
16 be readily obtained, provided that the documents requested are not of a private or
17 privileged nature.

18 **Category No. 128:**

19 I will provide the requested documents, to the extent that they are in my possession or can
20 be readily obtained.

21 **Category No. 129:**

22 I will provide the requested documents, to the extent that they are in my possession or can
23 be readily obtained.

24 **Category No. 130:**

25 I will provide the requested documents, to the extent that they are in my possession or can
26 be readily obtained.

27

28

1 **Category No. 131:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 132:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 133:**

8 Already provided.

9 **Category No. 134:**

10 Already provided.

11 **Category No. 135:**

12 I will provide the requested documents, to the extent that they are in my possession or can
13 be readily obtained.

14 **Category No. 136:**

15 I will provide the requested documents, to the extent that they are in my possession or can
16 be readily obtained.

17 **Category No. 137:**

18 I will provide the requested documents, to the extent that they are in my possession or can
19 be readily obtained.

20 **Category No. 138:**

21 I will provide the requested documents, to the extent that they are in my possession or can
22 be readily obtained.

23 **Category No. 139:**

24 I will provide the requested documents, to the extent that they are in my possession or can
25 be readily obtained.

26 **Category No. 140:**

27 I will provide the requested documents, to the extent that they are in my possession or can
28 be readily obtained.

1 **Category No. 141:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 142:**

5 I will provide the requested documents to the extent that they are in my possession or can
6 be readily obtained, provided that the documents requested are not of a private or
7 privileged nature.

8 **Category No. 143:**

9 I will provide the requested documents to the extent that they are in my possession or can
10 be readily obtained, provided that the documents requested are not of a private or
11 privileged nature.

12 **Category No. 144:**

13 I will provide the requested documents to the extent that they are in my possession or can
14 be readily obtained, provided that the documents requested are not of a private or
15 privileged nature.

16 **Category No. 145:**

17 I will provide the requested documents to the extent that they are in my possession or can
18 be readily obtained, provided that the documents requested are not of a private or
19 privileged nature.

20 **Category No. 146:**

21 Already provided.

22 **Category No. 147:**

23 Already provided.

24 **Category No. 148:**

25 I will provide the requested documents to the extent that they are in my possession or can
26 be readily obtained, provided that the documents requested are not of a private or
27 privileged nature.

28

1 **Category No. 149:**

2 I will provide the requested documents to the extent that they are in my possession or can
3 be readily obtained, provided that the documents requested are not of a private or
4 privileged nature.

5 **Category No. 150:**

6 I will provide the requested documents to the extent that they are in my possession or can
7 be readily obtained, provided that the documents requested are not of a private or
8 privileged nature.

9 **Category No. 151:**

10 I will provide the requested documents to the extent that they are in my possession or can
11 be readily obtained, provided that the documents requested are not of a private or
12 privileged nature.

13 **Category No. 152:**

14 I will provide the requested documents to the extent that they are in my possession or can
15 be readily obtained, provided that the documents requested are not of a private or
16 privileged nature.

17 **Category No. 153:**

18 I will provide the requested documents to the extent that they are in my possession or can
19 be readily obtained, provided that the documents requested are not of a private or
20 privileged nature.

21 **Category No. 154:**

22 I will provide the requested documents, to the extent that they are in my possession or can
23 be readily obtained.

24 **Category No. 155:**

25 I will provide the requested documents, to the extent that they are in my possession or can
26 be readily obtained.

27

28

1 **Category No. 156:**

2 I will provide the requested documents, to the extent that they are in my possession or can
3 be readily obtained.

4 **Category No. 157:**

5 I will provide the requested documents, to the extent that they are in my possession or can
6 be readily obtained.

7 **Category No. 158:**

8 Objection this request is overly burdensome and designed for harassment.

9 **Category No. 159:**

10 Objection this request is overly burdensome and designed for harassment.

11 **Category No. 160:**

12 I will provide the requested documents, to the extent that they are in my possession or can
13 be readily obtained.

14 **Category No. 161:**

15 Other than those already discussed, none that I am aware of.

16 **Category No. 162:**

17 Not applicable.

18

19 Dated: December 5, 2006

20

21

22

23

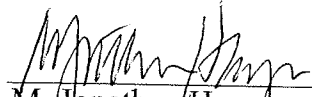
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27

28

By: 
M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

PROOF OF SERVICE

STATE OF CALIFORNIA }
SOUTHERN DISTRICT } ss.:
In re
Francis J. Lopez

Case No. 05-05926-PBINV

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 21800 Oxnard St. Suite 840, Woodland Hills, CA 91367.

On December 5, 2006 I served on interested parties in said action the within:

**RESPONSE OF FRANCIS J. LOPEZ TO REQUEST FOR PRODUCTION
OF DOCUMENTS**

by placing a true copy thereof in sealed envelope(s) addressed as stated below.

L. Scott Keehn
Sarah H. Lanham
530 B Street, Suite 2400
San Diego, CA 92101

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on December 5, 2006, at Woodland Hills, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

MJ Hayes
(Type or print name)



(Signature)

EXHIBIT 7

KEEHN & ASSOCIATES

402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
www.keehnlaw.com

PHONE: (619) 400-2200
FACSIMILE: (619) 400-2201

December 13, 2006
< VIA E-MAIL, FACSIMILE AND U.S. MAIL >

M. Jonathan Hayes
21800 Oxnard Street, Suite 840
Woodland Hills, California 91367
Facsimile: (818) 710-3659
Email: jhayes@polarisnet.net

Re: Notice of Defective Responses to First Phase II Interrogatories Propounded to
Francis J. Lopez

Dear Mr. Hayes,

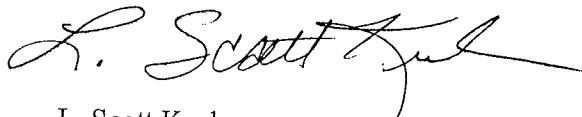
The purpose of this letter is to provide you with actual notice of the threshold deficiencies of your responses to our First Phase II Interrogatories, and demand that you correct those deficiencies forthwith. Specifically, we invite your attention to the following local rules of the United States Bankruptcy Court for the Southern District of California, which are applicable to responses to be given to interrogatories:

Rule 7033-3 Answers or Objections to Interrogatories
Answers or objections to each interrogatories shall first identify and quote the interrogatory in full.

Obviously your response does not comply with this rule. That failure injects the very element of burden expense upon my client, which this local rule is obviously designed to eliminate. Accordingly, demand is hereby made upon you to immediately correct this deficiency by amending your responses to our First Phase II Interrogatories to conform to the requirements of the local rule. I will call your office at 1 p.m. on Friday December 15, 2006, to discuss this, as well as other deficiencies present in your response, unless you contact my assistant – Aaron Guile – to arrange a different date and time which shall not be later than Tuesday December 17, 2006.

If you have any questions or comments pertaining to any of the foregoing, or any other aspect of this matter, please contact me at your convenience.

Very truly yours,
KEEHN & ASSOCIATES, APC



L. Scott Keehn

cc: Client
108922/LSK/5311.01

EXHIBIT 8

KEEHN & ASSOCIATES

402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
www.keehnlaw.com

PHONE: (619) 400-2200
FACSIMILE: (619) 400-2201

January 19, 2007

< VIA E-MAIL, FACSIMILE AND U.S. MAIL >

M. Jonathan Hayes
21800 Oxnard Street, Suite 840
Woodland Hills, California 91367
Facsimile: (818) 710-3659
Email: jhayes@polarisnet.net

Re: Follow-Up to Meet and Confer re: First Phase II Discovery Propounded to Francis J. Lopez
In re Francis J. Lopez (Bankruptcy Court Case Number: 05-05926)

Dear Mr. Hayes,

I am disappointed in, and regret having to formally notify you that we object to the fact we have not received any of the supplemental responses from your client Francis J. Lopez to our Phase II Discovery Requests that you promised during our telephonic meet and confer meeting on December 15, 2006, we would have by January 12, 2007. Let me remind you that during that conference you agreed that Mr. Lopez would provide supplemental responses to all of the following:

- (1) You would provide complete responses to the interrogatories with the understanding that:
 - (a) The phrase "original amount of obligation" shall be deemed to be the amount referred to as the amount due as of June 30, 2005;
 - (b) Where interrogatories address someone else's financial information, then Mr. Lopez would provide information that is responsive to the interrogatory to the extent that he has knowledge of such information; and,
 - (c) I acknowledged that the FRCP limit interrogatories to 25 without leave of Court (I had the California 35 limit on my mind); but we agreed that given the number of creditors whose payments were at issue, and the fact that there are two petitioning creditors, that leave was likely to be granted.
- (2) All responsive documents would be produced.

Please contact me at your earliest opportunity if there is any explanation justifying your client's failure to honor these commitments.

M. Jonathan Hayes
January 19, 2007
Page 2

Once we have satisfactory responses in the written discovery, we will need to schedule Mr. Lopez's deposition. We intend to file another Motion for Summary Judgment in this case, and therefore need to complete our Phase II discovery as soon as possible.

Finally, and at the risk of stating the obvious or appearing belligerent, I must also notify you that unless we receive all of the tardy responses by Wednesday January 24, 2007, (or a credible assurance that they will be produced by a date certain shortly thereafter), we will be filing a motion to compel supplemental responses and seek appropriate sanctions. We expect to have the motion filed on time to provide you with personal service at the status conference set for Monday January 29, 2007, at 10:00 a.m.¹

If you have any questions or comments pertaining to any of aspect of this matter, please contact me at your earliest opportunity.

Very Truly Yours,

KEEHN & ASSOCIATES, APC

L. Scott Keehn

Dictated by Mr. Keehn
but forwarded in his
absence to avoid delay.

cc: Client
109210/LSK/5311.01

¹ I wanted to advise you of this prospect in advance because: (a) I am mindful of and sensitive to your earlier protest to the Court over being surprised with personal service of something from our office almost every time you appear in the case; and, (b) I have no desire to cause anyone any unnecessary anxiety or annoyance.